



A G E N D A

GARDEN GROVE PLANNING COMMISSION

REGULAR MEETING

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MARCH 5, 2015

COMMUNITY MEETING CENTER  
11300 STANFORD AVENUE

REGULAR SESSION - 7:00 P.M. COUNCIL CHAMBER

ROLL CALL: CHAIR O'NEILL, VICE CHAIR KANZLER  
COMMISSIONERS MAI, MARGOLIN, PAK, PAREDES, ZAMORA

Members of the public desiring to speak on any item of public interest, including any item on the agenda except public hearings, must do so during Oral Communications at the beginning of the meeting. Each speaker shall fill out a card stating name and address, to be presented to the Recording Secretary, and shall be limited to five (5) minutes. Members of the public wishing to address public hearing items shall do so at the time of the public hearing.

Any person requiring auxiliary aids and services due to a disability should contact the City Clerk's office at (714) 741-5035 to arrange for special accommodations. (Government Code §5494.3.2).

All revised or additional documents and writings related to any items on the agenda, which are distributed to all or a majority of the Planning Commissioners within 72 hours of a meeting, shall be available for public inspection (1) at the Planning Services Division during normal business hours; and (2) at the City Council Chamber at the time of the meeting.

Agenda item descriptions are intended to give a brief, general description of the item to advise the public of the item's general nature. The Planning Commission may take legislative action it deems appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

- A. ORAL COMMUNICATIONS - PUBLIC
- B. APPROVAL OF MINUTES: February 19, 2015
- C. PUBLIC HEARING(S) (Authorization for the Chair to execute Resolution shall be included in the motion.)
  - C.1. VARIANCE NO. V-010-2015

APPLICANT: INGE REALTY

LOCATION: WEST SIDE OF HARBOR BOULEVARD, NORTH OF  
LAMPSON AVENUE AT 12461 HARBOR BOULEVARD

REQUEST: A request by Inge Realty/Sophie Inge, for Variance approval to deviate from the sign design and removal

requirements of Garden Grove Municipal Code Section 9.20.045, in order to allow the existing nonconforming freestanding pylon sign, located at 12461 Harbor Boulevard (Assessor's Parcel No. 231-455-33), to remain in its current location, partially within the Harbor Boulevard right-of-way. On May 13, 2014, the Garden Grove City Council adopted Ordinance No. 2837, enacting Municipal Code Section 9.20.045 and adopting specified standards for the placement of design of freestanding signs ("Sign Standards") for specified properties located along or near Harbor Boulevard, north of the Garden Grove Freeway, including the applicant's property. Pursuant to Municipal Code Section 9.20.045, existing freestanding signs that have been in place for 15 years or more prior to the effective date of Ordinance No. 2837, and which do not conform to the Sign Standards, are subject to removal and replacement, provided the City pays the owner fair and just compensation to remove and replace the sign with one that conforms to the Sign Standards. The subject sign is an approximately forty-foot (40'-0") tall pylon sign that does not conform to the Sign Standards and which has been in place since approximately 1965. The subject sign is also partially located within the existing public right-of-way. The applicant is requesting relief from the provision of Municipal Code Section 9.20.045 authorizing the City to require the removal of its nonconforming sign upon payment of fair and just compensation by the City and to keep the sign in its current location. The sign is in the PUD-121-98 (Planned Unit Development) zone. The City of Garden Grove has determined that environmental action is not necessary at this time.

STAFF RECOMMENDATION: Denial of Variance No. V-010-2015.

- D. MATTERS FROM COMMISSIONERS
- E. MATTERS FROM STAFF
- F. ADJOURNMENT

GARDEN GROVE PLANNING COMMISSION  
Community Meeting Center, 11300 Stanford Avenue, Garden Grove, CA 92840

Regular Meeting Minutes  
Thursday, February 19, 2015

CALL TO ORDER: 7:00 p.m.

SWEARING IN OF COMMISSIONERS:

Oath of Office administered to Commissioners by the City Clerk.

Commissioner Margolin led the meeting.

ROLL CALL:

Commissioner Kanzler  
Commissioner Mai  
Commissioner Margolin  
Commissioner O'Neill  
Commissioner Paredes  
Commissioner Zamora

Absent: Pak.

Commissioner Pak joined the meeting at 7:20 p.m. and was administered the Oath of Office by Mayor Nguyen.

SELECTION OF CHAIR:

Action: Commissioner O'Neill nominated as Chair by Commissioner Kanzler. No further nominations received.

Action: Commissioner O'Neill selected as Chair.

Motion: Kanzler Second: Paredes

Ayes: (6) Kanzler, Mai, Margolin, O'Neill, Paredes, Zamora

Noes: (0) None

Absent: (1) Pak

Commissioner Margolin turned the meeting over to Chair O'Neill.

SELECTION OF VICE CHAIR:

Action: Commissioner Kanzler nominated as Vice Chair by Commissioner Paredes. No further nominations received.

Action: Commissioner Kanzler selected as Vice Chair.

Motion: Paredes Second: O'Neill

Ayes: (6) Kanzler, Mai, Margolin, O'Neill, Paredes, Zamora

Noes: (0) None

Absent: (1) Pak

PLEDGE OF ALLEGIANCE: Led by Commissioner Zamora.

ORAL COMMUNICATIONS – PUBLIC: None.

JANUARY 15, 2015 MINUTES:

Action: Received and filed.

Motion: Margolin Second: Zamora

Ayes: (6) Kanzler, Mai, Margolin, O'Neill, Paredes  
Zamora

Noes: (0) None

Absent: (1) Pak

STUDY SESSION – PLANNING COMMISSION ORIENTATION - GENERAL DISCUSSION OF THE BROWN ACT, CONFLICTS OF INTEREST, AND RELATED MATTERS AND ISSUES WITHIN THE PLANNING COMMISSION'S JURISDICTION.

Discussed the Brown Act, Conflicts of Interest, and related matters and issues within the Planning Commission's jurisdiction.

MATTERS FROM COMMISSIONERS: Commissioner Pak apologized for being late; Vice Chair Kanzler wished everyone a Happy New Year; and Chair O'Neill expressed that he was honored to be a Planning Commissioner; that he was interested in the community and would uphold the General Plan and Municipal Code; and that his goal was to run good and productive meetings.

MATTERS FROM STAFF: Staff mentioned that materials given to the Commissioners included copies of the Draft General Plan, Housing Element, Title 9 of the Municipal Code, Specific Plans, Planning Commissioners Handbook, and Brown Act guide.

ADJOURNMENT: At 8:30 p.m. to the next Regular Meeting of the Garden Grove Planning Commission on Thursday, March 5, 2015, at 7:00 p.m. in the Garden Grove Council Chamber, 11300 Stanford Avenue, Garden Grove.



Motion: O'Neill      Second: Margolin

Ayes: (7) Kanzler, Mai, Margolin, O'Neill, Pak, Paredes,  
Zamora

Noes: (0) None

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Judith Moore, Recording Secretary

# COMMUNITY DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

<b>AGENDA ITEM NO.:</b> C.1.	<b>SITE LOCATION:</b> West side of Harbor Boulevard, north of Lampson Avenue, at 12461 Harbor Boulevard
<b>HEARING DATE:</b> March 5, 2015	<b>GENERAL PLAN:</b> International West Mixed Use
<b>CASE NO.:</b> Variance No. V-010-2015	<b>ZONE:</b> PUD-121-98 (Planned Unit Development)
<b>APPLICANT AND PROPERTY OWNER:</b> Inge Realty/Sophie Inge	<b>CEQA DETERMINATION:</b> N/A
	<b>APN:</b> 231-451-33

**REQUEST:**

The applicant, Inge Realty/Sophie Inge, is requesting approval of a Variance to deviate from the sign design and removal requirements of Garden Grove Municipal Code Section 9.20.045, in order to allow the existing nonconforming freestanding pylon sign, located at 12461 Harbor Boulevard (Assessor's Parcel No. 231-451-33), to remain in its current location, partially within the Harbor Boulevard right-of-way. On May 13, 2014, the Garden Grove City Council adopted Ordinance No. 2837, enacting Municipal Code Section 9.20.045 and adopting specified standards for the placement and design of freestanding signs ("Sign Standards") for specified properties located along or near Harbor Boulevard, north of the Garden Grove Freeway, including the applicant's property. Pursuant to Municipal Code Section 9.20.045, existing freestanding signs that have been in place for 15 years or more prior to the effective date of Ordinance No. 2837, and which do not conform to the Sign Standards, are subject to removal and replacement, provided the City pays the owner fair and just compensation to remove and replace the sign with one that conforms to the Sign Standards. The subject sign is an approximately forty-foot (40'-0") tall pylon sign that does not conform to the Sign Standards and which has been in place since approximately 1965. The subject sign is also partially located within the existing public right-of-way. The applicant is requesting relief from the provision of Municipal Code Section 9.20.045 authorizing the City to require the removal of its nonconforming sign upon payment of fair and just compensation by the City and to keep the sign in its current location. A copy of the application and supporting materials submitted by the Applicant in advance of publication of this Staff Report are attached as Attachment 1.

City Staff is recommending that the Planning Commission deny the Applicant's requested Variance.

**BACKGROUND:**

The property to which the application relates is a 5,961 square foot lot, located on the west side of Harbor Boulevard, north of Lampson Avenue, at 12461 Harbor Boulevard (Assessor's Parcel No. 231-451-33). The property is improved with an existing one-story office building, occupied and operated by Inge Realty, a real estate agency. The property has a General Plan Land Use Designation of International West Mixed Use and is zoned PUD-121-98 (Planned Unit Development). The property abuts PUD-121-98 zoned properties to the north, west, and south, and HCSP-TZN (Harbor Corridor Specific Plan - Transition Zone North) zoned properties, across Harbor Boulevard, to the east.

In the early 1960's, the Garden Grove City Council approved applications to re-zone certain properties along the west side of Harbor Boulevard, including the subject property, from residential to commercial. (See Attachment 2.) One condition of the City's approval of the requested re-zone was that Harbor Boulevard be dedicated sixty (60) feet west of centerline. With respect to the subject property, this was effectuated through the recording of two easement deeds granting the City perpetual easements and rights-of-way for street and highway purposes over the easterly twenty (20) feet of the property, up to the current ultimate Harbor Boulevard right-of-way line. Copies of these two easement deeds, which were executed by Oliver V. Inge and Robert E. Inge, the then owners of the subject property, and recorded on February 14, 1962 and May 13, 1965, respectively, are attached to this Staff Report at Attachment 3. For the Planning Commission's reference, the areas conveyed by these two easement deeds are also depicted as Nos. 41 and 42 on Sheet 1 of the "Encroachment Exhibit" attached at Attachment 4.

The sign that is the subject of this application was installed on the easterly property line of the subject property in or about September or October 1965. Historical records suggest the City administratively approved a building permit and electrical permit for the sign. The sign is an approximately 250 square foot, horizontally oriented, freestanding pylon sign with a large vertical "I" installed on top. With the letter "I" installed on top of the sign, the overall height of the freestanding pylon sign is approximately forty feet (40'-0"). For the Planning Commission's reference, current and historical photos of the sign are included within the Applicant's submittal (Attachment 1).

The orientation and location of the sign are depicted on Attachment 5 and Sheet 2 of Attachment 4. As these drawings illustrate, the sign was partially installed within the easement area covered by the May 13, 1965 easement deed to the City and currently partially encroaches within the ultimate Harbor Boulevard right-of-way. Specifically, one of the sign's posts (or pylons) is located just within the right-of-way, and a portion of the sign face (including the "I") overhangs the right-of-way line by approximately 8.3 feet.

Coincidentally, the City of Garden Grove recently commenced construction of the Harbor Boulevard Landscape Improvement Project. As part of this project, the City

intends to install new and improved landscaping, sidewalks, and lighting within the dedicated Harbor Boulevard right-of-way up to the ultimate right-of-way line, including in the area adjacent to the applicant's property. The location of the applicant's existing sign and footings within the dedicated right-of-way interferes with completion of the pending City project as designed.

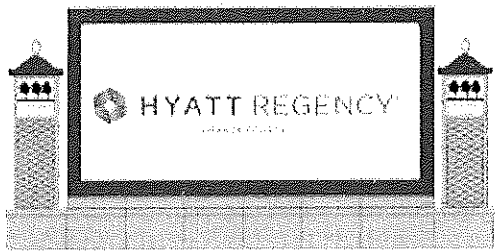
On May 13, 2014, the Garden Grove City Council adopted Ordinance No. 2837 (part of Amendment No. A-006-2014). Ordinance No. 2837 enacted Municipal Code Section 9.20.045. Section 9.20.045 implements a zoning overlay creating comprehensive uniform sign placement and design standards for freestanding signs ("Sign Standards") located in an area generally consisting of the area designated as the International West Mixed Use Area in the General Plan's Land Use Element and generally referred to as the "Grove District." Section 9.20.045 also provides for removal and replacement of older signs, which do not conform with the new Sign Standards, at the City's cost, in accordance with the process expressly authorized by State law. A copy of Ordinance No. 2837 is included for the Planning Commission's reference as Attachment 6.

In adopting Ordinance No. 2837, the City Council expressly found that:

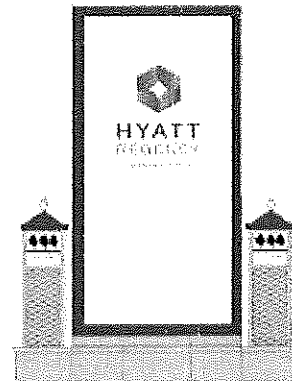
- the General Plan's International West Mixed Use Area was created to, among other things, increase opportunities for businesses, to establish design guidelines to improve older commercial, office, and residential uses, to improve both the visual and functional attributes of the Area, and to establish a sense of place and continuity and consistency of development standards;
- the General Plan and Ordinance, which implement sign design standards for an area generally contiguous with the International West Area, are designed to increase the opportunities for businesses in the area to take advantage of the proximity of the area to major tourist destination resorts and to provide lodging, eating, and other service type amenities for visitors to the area;
- many of the properties located within the area covered by the Ordinance have signs which are over 35 years old and their appearance is not in keeping with the policies and purposes set forth in the City's General Plan; and
- the replacement of aging signs within and near to the International West Area with signs meeting the requirements of the Ordinance will improve the overall aesthetics of the area and contribute to the opportunities for businesses therein to provide services to, and be benefitted by, tourists and other visitors that are drawn to the area.

The Sign Standards are described in the Harbor Boulevard Sign Overlay Program Guide (the "Program Guide"), which is incorporated into Municipal Code Section 9.20.045. According to the Program Guide, the purpose of the Sign Overlay is to create a consistent visual theme in the Grove District to promote its brand as a premier, urban, resort destination. The Sign Standards generally provide for all

freestanding signs in the Grove District to be monument signs of a specified design, size, and color pattern. Private property owners are eligible to install the required pre-designed freestanding horizontal monument sign depicted below as Sign Type "A". If in the determination of the Community Development Director installation of a sign conforming to the sign standards in Sign Type "A" would intrude on required setbacks, significantly interfere with the use of or require modification to existing buildings, cause loss of parking so as to render the property nonconforming to parking standards or would substantially interfere with traffic circulation or utilities on the property, a property owner may install a vertical monument sign conforming to the sign standards as generally depicted below as Sign Type "B". If these impacts were still present, then the property owner may seek a minor modification from the design standards to produce a design that would not cause these impacts, but would still be in keeping with the design standards to the extent possible (i.e., a "Hybrid" Sign).



Sign Type "A" (Required)



Sign Type "B" (Per Approval)

Both Sign Types A and B have a cabinet dimension of 5'-0" X 10'-0" with a 5" retainer perimeter. The actual usable copy face is 4'-2" X 9'-2". The maximum image area is approximately 38.64 square feet (available sign area). The cabinet is to be installed onto the pre-designed base and column structure and be internally illuminated. Inclusive of all structural elements, a Sign Type A sign is approximately 6 ½ feet tall, and a Sign Type B sign is approximately 11 ½ feet tall. The pre-cast fiber reinforced color concrete column mold is to include an embossed fan pattern with a recess 12" X 12" area for pre-designed imagery tile. To ensure a consistent quality and appearance, the material and method of fabrication is to be the same for all new or replacement monument signs erected within the overlay area.

Permitted monument signs must be oriented perpendicular to the street and must be located a minimum of fifteen feet (15'-0") from side property lines and a minimum of one foot, six inches (1'-6") from the front property (ultimate public right-of-way) line parallel to Harbor Boulevard.

Pursuant to Subsection A of Section 9.20.045, all newly constructed or replacement freestanding signs must be monument signs conforming to the uniform Sign

Standards set forth in the Program Guide. In addition, pursuant to Subsections C and D of Section 9.20.045, all existing freestanding signs that have been in place for 15 years or more prior to the effective date of Ordinance No. 2837, and which do not conform to the Sign Standards, are subject to removal and replacement, following written notice from the City, provided the City pays the owner fair and just compensation to remove and replace the sign with one that conforms to the Sign Standards. This procedure is expressly authorized in Chapter 2.5 of the California Business and Professions Code (Sections 5490 *et seq.*), and its purpose is to facilitate the effective implementation of the Harbor Boulevard Sign Overlay Program.

Prior to its adoption, noticed public hearings concerning Ordinance No. 2837 were held before both the Planning Commission and City Council. Representatives of Inge Realty appeared at both public hearings and voiced objections to the Ordinance, its application to the subject property, and the possibility that the City would compel removal of the existing sign. The City Council declined to amend the Ordinance to exempt the applicant's sign from the Sign Standards or to provide an express process allowing for major exceptions to the Sign Standards. The applicant continues to object to application of the uniform Sign Standards and the removal and replacement provisions of Ordinance No. 2837 and Municipal Code Section 9.20.045 to its property and the existing sign and is again requesting an exemption from these provisions, this time through the City's variance process.

**DISCUSSION:**

Requirements for Approval of a Variance

A variance is a zoning exception granted by a city to permit a property owner to build or maintain a structure or to engage in an activity that would not otherwise be allowed under the generally applicable, uniform zoning ordinances and regulations. (See *Neighbors in Support of Appropriate Land Use v County of Tuolumne* (2007) 157 Cal.App.4th 997, 1007.) It provides an applicant relief from a zoning regulation and allows the applicant to improve or use its property in a way that varies from the otherwise applicable zoning code, usually to minimize "hardship." (See *Eskeland v City of Del Mar* (2014) 224 Cal.App.4th 936, 954.) Variances are typically used to authorize minor deviations from objective development standards such as restrictions on the maximum height of structures, minimum required setbacks, lot size, density, and required parking spaces.

California Government Code Section 65906 places express limitations on the granting of variances. Government Code Section 65906 provides, in pertinent part, as follows:

"Variances from the terms of the zoning ordinances shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives such property of

privileges enjoyed by other property in the vicinity and under identical zoning classification. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated."

Thus, pursuant to State law, at a minimum, an applicant for a variance must demonstrate:

- that the city's zoning regulations, if strictly applied, would cause unnecessary hardship because of some special circumstances of the particular property, in contrast to other similarly situated properties; and
- that the grant of a variance from the zoning regulations will not confer a "special privilege" not enjoyed by other similarly situated properties.

In addition to these minimum standards for variances imposed by State law, the Garden Grove Municipal Code contains additional requirements that must be met before a property owner's request for a variance may be granted.

Pursuant to State law and Garden Grove Municipal Code Section 9.32.030.D.6, in order to grant a property owner's request for a variance, the Planning Commission must make each of the following five (5) findings:

1. That there are exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property in the same zone or neighborhood.
2. That such Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone, but which is denied to the subject property.
3. That the granting of a Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or neighborhood in which the property is located.
4. That the granting of such Variance will not adversely affect the City's General Plan.
5. That approval of the Variance is subject to such conditions as will assure that it does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

Further, there must be substantial evidence in the record to support each of the required findings. (See Topanga Ass'n for a Scenic Community v County of Los Angeles (1974) 11 Cal.3d 506, 511.) If any one of the required findings cannot be made, the Planning Commission may not approve the requested variance.

In the opinion of Staff, none of the five findings required for approval of a variance can be made in this case. Staff's analysis and conclusions are discussed below in the context of each required finding.

Further, in Staff's opinion, a variance is not the appropriate vehicle through which to grant the applicant's request. The applicant is not requesting minor deviations to the uniform Sign Standards in order to install a new monument sign generally consistent with the sign types described in the Harbor Boulevard Sign Overlay Program Guide. Rather, the applicant is asking the City to grant it a complete exemption from the Sign Standards and from application of Ordinance No. 2837 and Municipal Code Section 9.20.045, so that the City cannot in the future require it to remove its existing 40-foot tall pylon sign, which is located partially within the existing City right-of-way. Variances are typically limited to minor deviations from discreet zoning development standards. The applicant is requesting a broad exception to an entire zoning scheme adopted less than a year ago.

#### Applicant's Request to Maintain an Encroachment within the City's Right-of-Way

As discussed above, there are essentially two aspects to the applicant's variance request. First, the applicant is requesting that it be permitted to have a freestanding sign on its property that does not conform to the Sign Standards (i.e., to keep its existing 40-foot tall pylon sign, rather than to install the pre-designed uniform monument sign). Second, the applicant is requesting that it be permitted to keep its existing sign in its current location – which happens to encroach within the public right-of-way. As to this second aspect of the applicant's request, it is Staff's opinion that the variance process is not the legally appropriate process through which to consider such a request. In other words, the City cannot grant permission to a property owner to build or maintain a structure that encroaches within the City's right-of-way *through a variance* – which is merely an exception to *zoning* standards.

It is established law that a "public body cannot grant a permit for a permanent encroachment on dedicated public land." (*City of Berkley v. Gordon* (1968) 264 Cal.App.2d 461, 465.) Further, "it is the general rule that a permit granting an encroachment constitutes a mere revocable license which may be withdrawn at will," and "except where the use is temporary a subordinate legislative body would have no power to permit a private owner to use the street for business purposes." (*County of El Dorado v. Al Tahoe Investment Company* (1959) 175 Cal.App.2d 407, 410-411.) Accordingly, to the extent the City previously permitted the sign to be erected and maintained partially within the dedicated public right-of-way, such "permission" was temporary, is limited to use that does not interfere with the City's use of its right-of-way, and can be revoked by the City. In any case, the issue of whether a property owner should be permitted to maintain an encroachment within the City's public right-of-way is not something that is within the Planning Commission's jurisdiction to decide and should not be resolved through the issuance of a variance.



The Required Variance Findings Cannot Be Made

As discussed above, the Planning Commission can only approve a variance request if, based on substantial evidence in the record, it is able to make each of five (5) required legal findings. In this case, Staff believes the weight of the evidence dictates that none of the five (5) required findings be made.

**1. There are not exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property in the same zone or neighborhood.**

The size, shape, topography, location, surroundings, and other physical characteristics of the subject property are not "special" or "exceptional" in comparison to those of other properties within vicinity of the property and the overlay area to which Municipal Code Section 9.20.045 applies. The physical characteristics of the subject site are similar to numerous other properties within the overlay area.

In support of this required variance finding, the applicant has asserted, among other things, that, unlike certain other businesses on Harbor Boulevard, the Inge Realty business is a stand-alone small business without regional and/or national branding; that the existing sign has historical significance and has sentimental value to its owners; that no other small business subject to Ordinance No. 2837 has a forty-foot (40'-0") tall sign; and that the business of Inge Realty relies heavily on its signage. In Staff's opinion, none of the reasons asserted by the applicant warrant approval of the requested variance.

Although some hotel and retail chains are located on Harbor Boulevard, there are also several other stand-alone small businesses without regional and/or national branding. Inge Realty is a general office type use, which is a common type of use along Harbor Boulevard in this area. This corridor along Harbor Boulevard includes a wide variety of uses, which include commercial and office-type uses. Like Inge Realty, many of the other businesses on Harbor Boulevard are small businesses that likely rely on their signage to attract customers. The Sign Standards and sign removal requirements set forth in Municipal Code Section 9.20.045 apply equally to all of these property owners and businesses.

Subjective sentimental value to the owner is not a legally sufficient justification for granting a variance. In addition, although the applicant subjectively believes its sign is "historically significant," the subject nonconforming sign is not listed on any identifiable local, state, or national historic register, deeming it to be historically significant. Further, when adopting Ordinance No. 2837, the City Council made the policy decision to not expressly exempt the Inge Realty sign, or signs of "historical significance" generally, from application of the Ordinance. In Staff's opinion, to do so via a variance would be contrary to the intent of the Ordinance.

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In Staff's opinion, the fact that the applicant has chosen to maintain a nonconforming pylon sign on its property that is older and larger than the signs erected by other property owners does not constitute the type of "exceptional circumstance or condition applicable to the property" that would justify the granting of a variance.

**2. The requested variance is not necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone, but which is denied to the subject property.**

The primary purpose of Municipal Code Section 9.20.045 is to implement a program that results in uniform and consistent signage on all properties and business within the overlay area. The Sign Standards and sign removal requirements set forth in Municipal Code Section 9.20.045 apply equally to all property owners within the overlay area subject to this Code Section. A new freestanding sign installed on any other parcel of property within the overlay area must be a monument sign complying with the Sign Standards and may not be located within the dedicated public right-of-way. In addition, to the extent that, like the applicant's property, other properties in the vicinity of the applicant's property and within the overlay area currently contain nonconforming signs that are inconsistent with the Sign Standards, such signs are subject to removal and replacement with conforming signs, provided the City pays the owner fair and just compensation pursuant to applicable State law. Accordingly, other similarly situated property owners do not possess greater property rights vis-à-vis freestanding signage than the applicant does. Rather, conversely, granting the requested Variance would give the subject property owner, Inge Realty, certain property rights that are not generally possessed by other similarly situated property owners.

**3. The granting of the requested variance will be materially detrimental to the public welfare and injurious to the property or improvements in the same zone or neighborhood in which the property is located.**

As discussed in detail above, a primary purpose of Municipal Code Section 9.20.045 and the uniform Sign Standards is to implement a program that results in uniform and consistent signage on all properties and businesses within the overlay area in an effort to improve both the visual and functional attributes of the area, to establish a sense of place and continuity and consistency of development standards, and to create a consistent visual theme in the Grove District to promote its brand as a premier, urban, resort destination. The City Council made this policy decision only last year, when it enacted Municipal Code Section 9.20.045. Granting the applicant a variance expressly limiting the City's authority to effectuate removal of the applicant's existing forty-foot (40'-0") tall pylon sign would result in a sign on the subject property that looks vastly different from the signs on other Harbor Boulevard properties, would detract from the aesthetics and design consistency of the area, and would frustrate the primary stated purpose and intended effect of Municipal Code Section 9.20.045. These detrimental and injurious consequences would result even if the sign was moved to another location on the property outside of the public right-of-way.

Further, allowing the applicant to maintain the sign within the public right-of-way would frustrate completion of the City's pending Harbor Boulevard Landscape Improvement Project and the City's intended use of its right-of-way. This would clearly be contrary to the public interest and materially detrimental to the public's welfare.

**4. The granting of the requested variance will adversely affect the City's General Plan.**

Ordinance No. 2837 and Municipal Code Section 9.20.045 were expressly adopted in furtherance of, and to implement, the goals, policies, and intent of the International West Mixed Use Land Use designation of the City's General Plan Land Use Element. Granting the requested variance would frustrate the primary purpose of Ordinance No. 2837 and Municipal Code Section 9.20.045 and, thus, would have an adverse effect on implementation of such General Plan goals, policies and intent.

In the documents submitted by the applicant in conjunction with its application, the applicant cites various provisions of the General Plan relating to preservation of historical resources. As discussed above, although the applicant subjectively believes its sign is "historically significant," the subject nonconforming sign is not listed on any identifiable local, state, or national historic register, deeming it to be historically significant.

**5. Approval of the requested variance, even if conditioned, would constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.**

The applicant is requesting an exception to the entire zoning scheme established by the adoption of Ordinance No. 2837 and Municipal Code Section 9.20.045 less than one year ago - which exception would be applicable only to the applicant and the applicant's property. If the Planning Commission were to approve the variance requested by the applicant, it would give this single property owner special privileges inconsistent with the uniform Sign Standards and sign removal requirements applicable to all other property owners within the overlay area. The applicant's variance request includes a request to deviate from the setback requirements established in Program Guide and to keep its existing sign installed within the public right-of-way. To the extent other property owners are not permitted the same exception, the granting of such a request would bestow a highly special privilege on this particular property owner. Even if the applicant was required to move the existing sign to another location on its property outside of the public right-of-way, however, it would still be the beneficiary of special privileges if it is allowed to keep the existing pylon sign. Pursuant to the applicant's requested variance, the applicant would be entitled to have a large forty foot tall pylon advertising sign on its property, while all other properties within the overlay area could be limited to a much smaller monument sign. Accordingly, the requested variance would be inconsistent with the limitations imposed by California Government Code Section 65906.

**CONCLUSION:**

The applicant is requesting a special exception from an entire zoning scheme and program adopted by the City Council in 2014, applicable solely to the applicant and its property. It is also implicitly seeking formal permission to maintain an encroachment within the public right-of-way. In Staff's opinion, such a variance cannot and should not be granted.

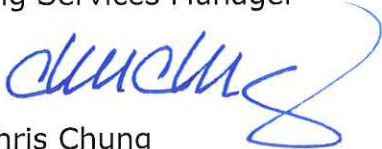
**RECOMMENDATION:**

Staff recommends that the Planning Commission take the following action:

- Adopt the attached Resolution denying Variance No. V-010-2015.



KARL HILL  
Planning Services Manager



By: Chris Chung  
Associate Planner

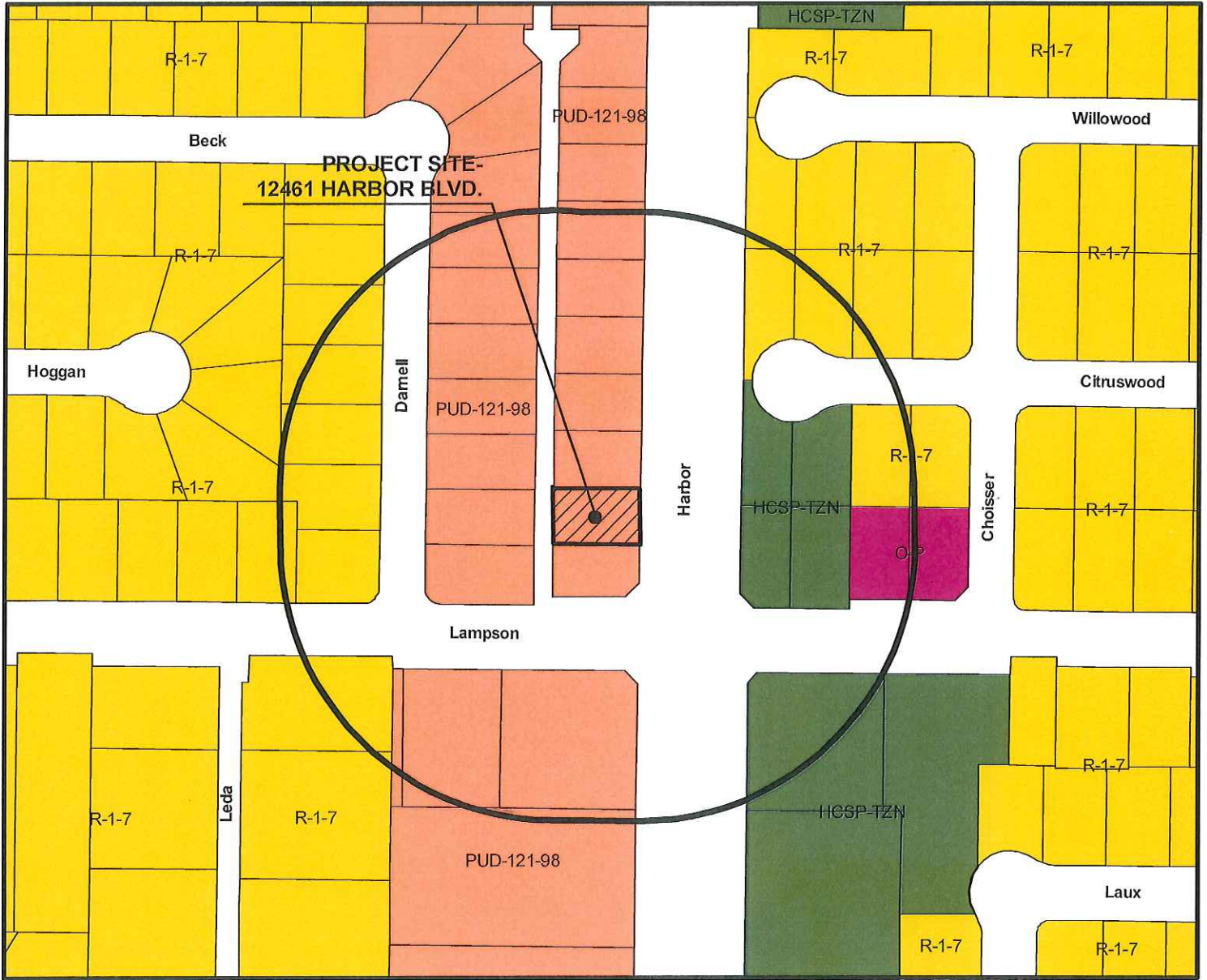
Attachments:

1. Applicant's Variance Application and Supporting Documents Submitted by Applicant
2. City Resolutions, Minutes, and other Documents Pertaining to Re-Zone of Subject Property in 1960's
3. Easement Deeds
4. Encroachment Exhibit
5. Blown-Up Portion of Alta Survey Depiction of Property
6. Ordinance No. 2837
7. Proposed Resolution



**GARDEN GROVE**

# VARIANCE NO. A-010-2015



## LEGEND

 PROJECT SITE - 12461 HARBOR BOULEVARD



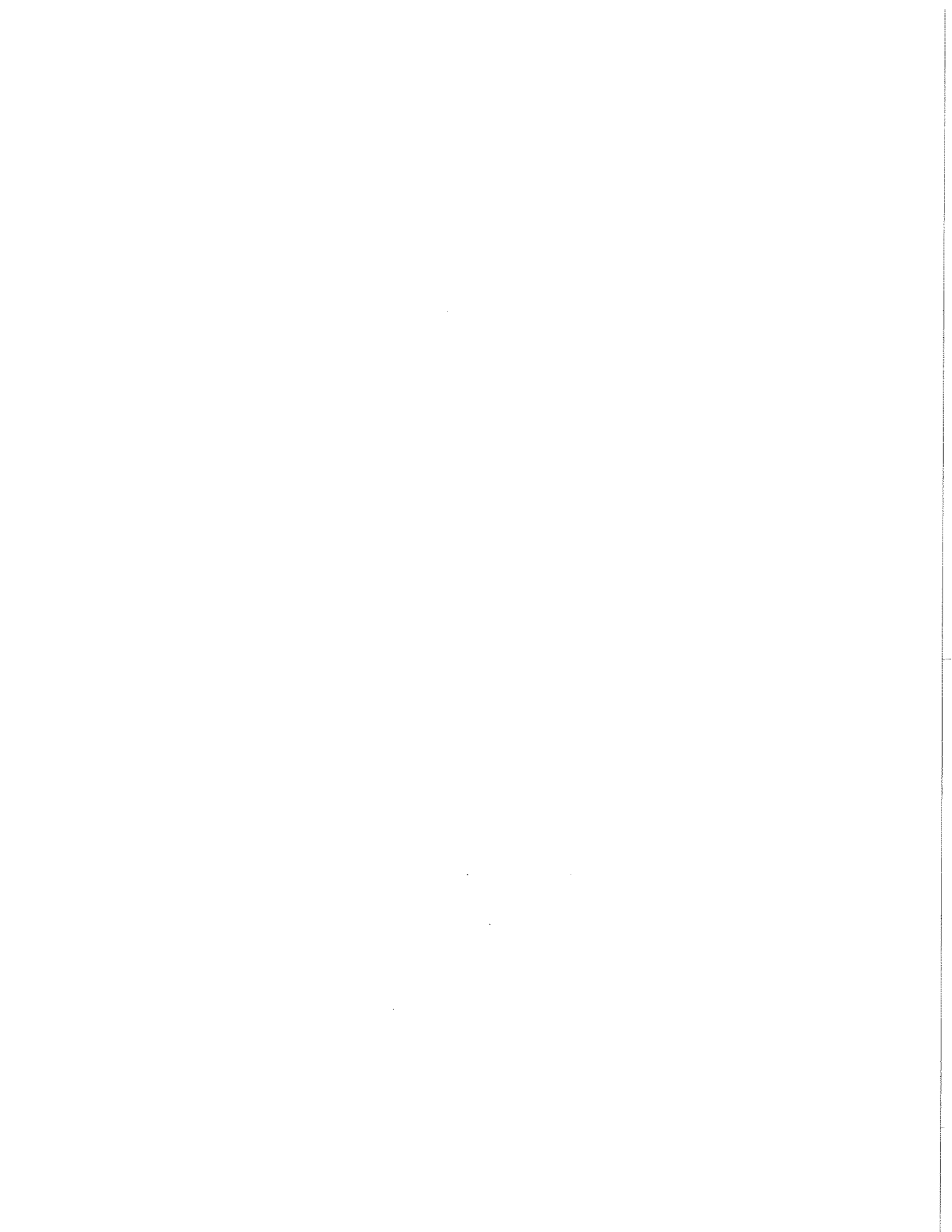
## NOTES

1. GENERAL PLAN:  
INTERNATIONAL WEST MIXED USE

2. ZONE:  
PUD-121-98 (PLANNED UNIT DEVELOPMENT)

**CITY OF GARDEN GROVE  
COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION  
GIS SYSTEM  
MARCH 2015**

# ATTACHMENT 1







NEWMAYER & DILLION LLP  
ATTORNEYS AT LAW

MICHAEL W. SHONAFELT  
Michael.Shonafelt@ndlf.com

January 15, 2015

VIA U.S. MAIL AND E-MAIL:

CHRIS CHUNG - [CHRISC@CI.GARDEN-GROVE.CA.US](mailto:CHRISC@CI.GARDEN-GROVE.CA.US)

City of Garden Grove  
Development and Permit Center  
11222 Acacia Parkway  
Garden Grove, CA 92840

Re: Inge Realty: Variance from Ordinance No. 2837 Establishing Overlay Design Standards for Signs Generally within the International West Mixed-Use Area and Providing for Replacement of Non-conforming Signs

Dear Mr. Chung,

This office continues to represent Inge Realty ("Inge") with respect to the above-referenced matter. This letter responds to your December 10, 2014, incomplete application determination in the above-referenced matter.

As you are aware, on November 18, 2014, Inge submitted an application to the Planning Department seeking a variance from "Ordinance No. 2837 Establishing Overlay Design Standards for Signs Generally within the International West Mixed-Use Area and Providing for Replacement of Non-conforming Signs" ("Sign Ordinance"), which would require the removal of certain existing, non-conforming signs on Harbor Boulevard.

You state in your letter that the City "is prohibited from granting permanent encroachments" in the public rights-of-way. The City already approved this sign at this site in 1965 and it has been in place for *half a century*. The variance would not result in a City grant of a permanent encroachment, only an exception from the Sign Ordinance -- a legislative enactment that bears no relationship to the issue of encroachments into the rights-of-way.

We believe that Inge is entitled to submit an application for a proper review of its variance request, as submitted, and have this matter deliberated and decided on the basis of a *complete* administrative record. A full record can only reveal additional evidence that sheds more light on the respective rights of both Inge and the City. To prohibit the filing of an application on the basis of the rationale stated in your letter is to deny the application even before it can be deemed complete pursuant to the Permit Streamlining Act (Gov. Code, § 65920 et seq.)

1277 TREAT BLVD.  
SUITE 600  
WALNUT CREEK, CA 94597  
T 925 988 3200  
F 925 988 3290

895 DOVE STREET  
5TH FLOOR  
NEWPORT BEACH, CA 92660  
T 949 854 7000  
F 949 854 7099

3993 HOWARD HUGHES PKWY  
SUITE 530  
LAS VEGAS, NV 89169  
T 702 777 7500  
F 702 777 7599



Clearly, such an outcome collides with established principles of due process and the statutory protections of the PSA, which governs the filing and processing of applications such as this.

Nevertheless, without waiving its rights or conceding the City's position regarding the scope of City street easements, Inge wishes to work with the City in the context of the variance process to determine whether mutually acceptable solutions can be achieved vis-à-vis the City's rights-of-way. For instance, as noted in the enclosed variance findings, Inge is willing to agree to certain conditions of approval that allow the City to improve and/or maintain improvements to the adjoining street/sidewalk/pathway while also maintaining the integrity of the Inge sign *in situ*. Inge believes that mutually acceptable solutions can be achieved in the form of such conditions of approval.

With respect to the pending application, Inge wishes to comply with those elements of your December 10, 2014, letter that identify certain items needed to deem the application complete. Each of the City's requested items of information is discussed in turn.

- (1) **Document Retention Fee:** Your letter states that the application omitted a \$35.00 fee for "document retention." A check for that fee is enclosed herein. Since you have returned the check for the balance of the application fee (check 4332 in the amount of \$1,675.00), an Inge representative will resubmit that check by hand delivery.
- (2) **Fifth Variance Finding:** The complete set of findings for the variance, including the previously omitted fifth finding, is enclosed herewith.
- (3) **Colored Elevations:** As noted in the cover letter that accompanied our initial submittal, the requested variance would *not* result in any new development, structure or appurtenance. Instead, the variance merely seeks to maintain the status quo of some 50 years by allowing Inge to be excepted from the Sign Ordinance and to be maintained *in situ*. Since the requested variance seeks to maintain conditions as they currently exist on the ground -- not as they may be later constructed -- Inge continues to assert that colored exhibits -- which are intended to provide conceptual depictions of potential developments -- are not necessary to this application. Please note that color photographs of the existing sign were included in the initial application submittal.
- (4) **Plans, Full Size:** Again, this variance request does not seek approval of new construction. It seeks only to maintain existing conditions, namely, a sign that has existed on the Inge property for 50 years. To insist that Inge incur costs preparing plans for a structure that has existed at the same location for 50 years does not appear warranted or reasonable here. A survey and copy of the original building permit was enclosed in lieu of building plans with the application.
- (5) **Plans, Reduced:** Again, this variance request does not seek approval of new construction. It seeks only to maintain existing conditions, namely, a sign that has

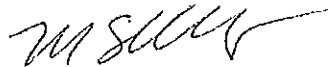
existed on the Inge property for 50 years. To insist that Inge incur costs preparing plans for a structure that has existed at the same location for 50 years does not appear warranted or reasonable here. A survey and copy of the original building permit was enclosed in lieu of building plans with the initial application submittal.

(6) **Requirement 4 – Preliminary Title Report:** An updated is enclosed herein.

We trust that the City will accept and promptly deem the Application complete without further delay, in furtherance of its obligations under the Planning and Zoning Law and the PSA. We further look forward to working with City staff in a mutual spirit of collaboration as the application process unfolds.

If you have any questions, please do not hesitate to call me.

Very truly yours,



Michael W. Shonafelt

MWS:  
Enclosures (3)

cc: (Via E-Mail)

Susan Emory, Director, Community Development - [susan1@ci.garden-grove.ca.us](mailto:susan1@ci.garden-grove.ca.us)  
David DeBerry, City Attorney - [ddeberry@wss-law.com](mailto:ddeberry@wss-law.com)  
Susan Callahan, Inge Realty - [sicallahan@yahoo.com](mailto:sicallahan@yahoo.com)



Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00021621-994-X59

Escrow/Customer Phone: (213) 488-4300

Newmeyer & Dillion, LLP  
895 Dove Street, 5th Floor  
Newport Beach, CA 92660  
ATTN: Michael W. Shonafelt  
Email: Michael.Shonafelt@ndlf.com  
Ref: Inge Realty

Title Officer: **Karl Daly (LA/Comm)**  
Title Officer Phone: (213) 612-4157  
Title Officer Fax: (213) 488-4385  
Title Officer Email: karl.daly@ctt.com

PROPERTY: 12451 & 12471 HARBOR BLVD., GARDEN GROVE, CA

**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.*

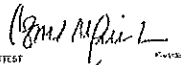

*Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.*

*It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.*

Countersigned:

By:   
Authorized Signature



By:   
ATTEST   
SECRETARY

**PRELIMINARY REPORT**  
**SCHEDULE A**

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**EFFECTIVE DATE:**                **December 19, 2014 at 7:30 a.m.**

The form of policy or policies of title insurance contemplated by this report is:

**No Policy Issued**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**Inge Realty Company, a California limited partnership**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

**EXHIBIT A**

**LEGAL DESCRIPTION**

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

PARCEL 1:

LOT 9 OF TRACT NO. 1923, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 54 PAGES 18 AND 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 10 OF TRACT NO. 1923, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 54 PAGES 18 AND 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**SCHEDULE B  
EXCEPTIONS**

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

B. Property taxes, including any assessments collected with taxes, for the fiscal year 2014 - 2015

1<sup>st</sup> Installment: \$494.49 Paid  
2<sup>nd</sup> Installment: \$494.49 Open  
Penalty and Cost: \$72.44 (Due after April 10)  
Homeowners Exemption: -none-  
Code Area: 18156

Assessors Parcel Number: 231-451-33

Affects: Lot 9

C. Property taxes, including any assessments collected with taxes, for the fiscal year 2014 - 2015

1<sup>st</sup> Installment: \$1,731.73 Paid  
2<sup>nd</sup> Installment: \$1,731.73 Open  
Penalty and Cost: \$196.17 (Due after April 10)  
Homeowners Exemption: -none-  
Code Area: 18156

Assessors Parcel Number: 231-451-32

Affects: Lot 10

D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: in Book 2603 Page 432, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

2. An easement or other rights for the purpose shown below and rights incidental thereto as set forth in the document above mentioned.

Purpose: installation and maintenance of utilities, and drainage facilities  
Affects: The rear 6 feet of said land.

**SCHEDULE B – EXCEPTIONS**  
(Continued)

3. The fact that the ownership of said lot does not include any vehicular rights of ingress and egress to or from Harbor Boulevard, said rights having been relinquished to the County of Orange, State of California, by indorsement on the map of said Tract No. 1923, and that no driveway shall enter from Harbor Boulevard and the prohibition of all rights of vehicular ingress and egress from Harbor boulevard to said lot, as contained in the Declaration of Restrictions hereinbefore mentioned
  
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: electric lines  
Recording Date: December 3, 1953  
Recording No: in Book 2626 Page 192, of Official Records  
Affects: Within 2 feet of the West line of said land.  
  
Reference is hereby made to said document for full particulars.
  
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: perpetual easement and right of way for street and highway  
Recording Date: February 7, 1962  
Recording No: in Book 6002 Page 315, of Official Records  
Affects: A portion of Lot 10, more particularly described therein.  
  
Reference is hereby made to said document for full particulars.
  
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: perpetual easement and right of way for street and highway  
Recording Date: February 14, 1962  
Recording No: in Book 6009 Page 312, of Official Records  
Affects: The East 10 feet of Lot 9.
  
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: perpetual easement and right of way for street and highway  
Recording Date: May 13, 1965  
Recording No: in Book 7518 Page 825, of Official Records  
Affects: A portion of Lot 9, more particularly described therein.  
  
Reference is hereby made to said document for full particulars.
  
8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
  
9. Water rights, claims or title to water, whether or not disclosed by the public records.
  
10. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

**SCHEDULE B – EXCEPTIONS**  
**(Continued)**

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require that a full copy of any unrecorded lease referred to herein be furnished to the Company, together with all supplements, assignments and amendments for review.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**END OF ITEMS**

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## NOTES

Note No. 1: Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation regulates the disbursement of funds deposited with any title entity acting in an escrow or sub-escrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or sub-escrow account prior to disbursement of any funds. Some methods of funding may be subject to a holding period, which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done via wire transfer. Funds deposited with the Company via wire transfer may be disbursed upon receipt. Funds deposited by cashiers checks, certified checks, and teller's checks is one business day after the day deposited. Other checks may require hold periods from two to five business days after the day deposited, and may delay your closing. The Company may receive benefits from such banks based upon the balances in such accounts. Such benefits will be retained by the Company as part of its compensation for handling such funds.

Note No. 2: The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note No. 3: California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained, and as amended.

Note No. 4: Your application for title insurance was placed by reference to a street address or assessor's parcel number. Based upon our records, we believe that the description in this report covers the parcel that you requested.

To prevent errors, we require written confirmation that the legal description contained herein covers the parcel that you requested.

Note No. 5: The plat, (map), which is attached to this report, is to assist you in locating land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 6: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 7: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Note No. 8: Acceptance of the offer to insure provided for in this preliminary report constitutes the proposed insured's agreement that the sole and only liability of the company (and the title insurer) related to their actions in recording the documents provided to it for the closing of the contemplated transaction and the disbursing of funds acting in the function of a subescrow shall be that contained in the policy of title insurance that is to be issued by the company. The proposed insured understands and agrees that neither the underwritten company nor the title insurance company can guarantee or represent the condition or status of title or any physical condition existant with respect to real property. It is understood that no writing or instruction inconsistent with this understanding will have any force or effect or impose any liability against the underwritten company or the title insure in the contemplated transaction.

**NOTES**  
**(Continued)**

Note No. 9: Before issuing its policy of title insurance, the Company will require the following for the below-named limited partnership:

Name: **Inge Realty Company, a California limited partnership**

Certificate of Limited Partnership filed with the Secretary of State, in compliance with the provisions of the California Revised Limited Partnership Act, Section 15611 et. seq., Corporations Code.  
Certified Copy of the Certificate of Limited Partnership certified by the Secretary of State filed with the County Recorder.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

Note No. 10: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land are commercial structures, known as 12461 and 12471 Harbor Boulevard, in the City of Garden Grove, County of Orange, State of California, to an Extended Coverage Loan Policy.

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**END OF NOTES**

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Karl Daly (LA/Comm)/od

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### Additional Ways Information is Collected Through the Website

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on

subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your

prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354

[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company  
CTC - Chicago Title Company

FNF Underwriter  
CTIC - Chicago Title Insurance Company

### Available Discounts

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **FEE REEDUCTION SETTLEMENT PROGRAM (CTC and CTIC)**

Eligible customers shall receive \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

#### **DISASTER LOANS (CTIC)**

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (CTC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provided the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

## Request for \$20.00 Discount – CA Settlement

*Use one form for each qualifying property.*

To:	Chicago Title Company, 725 South Figueroa Street, Suite 200, Los Angeles, CA 90017
Date:	
From: (name)	
Current Address:	
	I believe that I am qualified for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs. I have not previously received a cash payment or a discount from another Company on the property described below: Signed: _____ Date: _____
Address of qualifying property:	
Approximate date of transaction	

**THIS SECTION IS FOR COMPANY USE ONLY.**

- The above referenced party is entitled to receive a \$20.00 discount on escrow services or title insurance pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs.

**OR**

- The above referenced party does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the following reason:
- The party has previously received credit for the transaction described above.
  - The transaction described above did not occur in the time period allowed by the stipulated judgments—May 19, 1995 to November 1, 2002.

Fax this response to:

Escrow No.:	00021621-994-X59
Escrow Officer:	
Fax Number:	



**ATTACHMENT ONE (Revised 06-03-11)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - \* land use
  - \* improvements on the land
  - \* land division
  - \* environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - \* a notice of exercising the right appears in the public records
  - \* on the Policy Date
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - \* to any land outside the area specifically described and referred to in Item 3 of Schedule A
 OR
  - \* in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
  2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
  3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
  6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

- The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    - (i) the occupancy, use, or enjoyment of the Land;
    - (ii) the character, dimensions, or location of any improvement erected on the Land;
    - (iii) the subdivision of land; or
    - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
    - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
  6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
  8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
  9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Insert Map here

## REQUIRED SHOWINGS FOR A VARIANCE

- 1. That there are exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property same zone or neighborhood.**

Inge is a small, family-owned, real estate business founded by brothers Robert and Oliver Inge in 1955. The company moved its operations from Anaheim, California, to 12461 Harbor Boulevard in 1965 and has operated there ever since. Since 1965, the company has identified itself on Harbor Boulevard with an approximately 40-foot, freestanding neon sign (a large letter "I" and billboard). The Inge family still owns and runs the business.

The Inge sign has been known as "the Big I in the Sky" to Inge and its clients for over 45 years. Unlike other companies within the Sign Ordinance segment along Harbor Boulevard, such as hotel chains, retail centers, drug store chains, restaurant chains, and other entities with regional and/or national branding, Inge is a "one-off" small business with *only one*, stand alone office location (at 12461 Harbor Boulevard) and the company's identity is synonymous with its unique sign at that site.

The Inge sign not only provides critical visibility for a small business, but also carries important historical significance. The sign is part of the mid-century neon sign era along Harbor Boulevard. The sign also carries significant sentimental value for the family and its history. In furtherance of preserving this historical resource, the Inge family recently commenced restoration of the sign, to occur in two phases. The first phase includes refurbishing and repainting of the sign. The second phase would restore the neon lighting and rotating feature of the sign. As of the date of this letter, the first phase of restoration is completed. Attached as Exhibit A is a historical analysis of the Inge sign, prepared by Historical Resources Group.

No other stand-alone, small business within the sign ordinance segment of Harbor Boulevard has a 40-foot sign. No other small business within the sign ordinance segment of Harbor Boulevard has relied on such a sign for over 45 years as its source of business. No other business within the Sign Ordinance zone on Harbor Boulevard has a sign of similar historical significance. The Inge sign has served as the beacon for the company in the City for some 50 years. Such factors make the Inge Realty property exceptional and distinct from other business potentially affected by the Sign Ordinance on Harbor Boulevard.

Also unlike other companies located in the neighborhood, a small business, such as Inge, is heavily dependent on its signage to draw customers and accumulate and maintain business goodwill. A significant portion of Inge's business -- as high as 50 percent -- is or was originally derived from its signage alone. The sign affords critical visibility to Inge along both Harbor Boulevard and Lampson Avenue. Attached as Exhibit B are depictions of the sign from various vantage points along both streets.

- 2. That such Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone but which is denied to the subject property.**

The Legislature enacted Business and Professions Code section 5499 in part "to protect the owner or user of an existing sign from a new signage ordinance in a situation where the topographic circumstances would make a conforming sign either materially less visible or less effective." (*Denny's, Inc. v. City of Agoura Hills, supra*, 56 Cal. App. 4th at p. 1326.)

“Topographic features” are not limited to natural features. The term “embraces man-made features as well as the land’s natural contours” and “any material visual impairment.” (*Ibid.*)

In this case, the visual impacts of replacing a 40-foot sign with a six-and-a-half-foot monument sign which is indistinguishable from hundreds of other uniform signs planned under the Sign Ordinance are evident on their face. Inge has relied on its sign’s visibility since 1965. As the photographic exhibits demonstrate, the sign is visible for considerable distances up and down Harbor Boulevard. As noted, a significant portion of Inge’s business -- as high as 50 percent -- is or was originally derived from its signage alone. The sign affords critical visibility to Inge along both Harbor Boulevard and Lampson Avenue. Eliminating the Inge sign and replacing it with a short monument sign exactly similar to hundreds of other cookie-cutter monument signs planned for Harbor will materially impact the visibility of the Inge sign in violation of section 5499 and may lead to diminution in value of the property, loss of use, loss of income, and loss of business goodwill.

- 3. That the granting of a Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or neighborhood in which the property is located.**

Granting a variance from the sign ordinance will not result in any new development or appurtenance on Harbor Boulevard. It merely will serve to maintain the status quo of some 50 years. It therefore will not introduce any new impact to Harbor Boulevard. Because the sign has unique historical value it would only serve to enhance the character of the retail uses along Harbor Boulevard by maintaining a feature of Harbor Boulevard’s mid-century heritage. Finally, no other uses similar to Inge Realty exist in the area at issue; granting the variance therefore cannot result in an unfair competitive advantage among similar retail uses.

- 4. That the granting of such variance will not adversely affect the City’s General Plan.**

As noted above, granting a variance from the sign ordinance will not result in any new development or appurtenance on Harbor Boulevard. It merely will serve to maintain the status quo of some 50 years. Nor will maintaining the Inge sign *in situ* conflict with any of the goals or policies of the City General Plan. To the contrary, it will further Goal CON -7 of the General Plan, which states that “significant historical, architectural, archaeological, and cultural value resources *shall be* preserved and protected.” (Garden Grove General Plan 2030, Ch. 10, p. 10-10, emphasis added.) Additionally, it will advance Policy CON 7.1 (“Preserve and protect Garden Grove’s significant historical, archaeological and cultural value resources”) and CON. 7.2 (“Preserve Garden Grove’s significant historic resources to promote community identity, stability, and aesthetic character, which foster preservation of historic resources in Garden Grove”). (*Ibid.*) Finally, a granting of a variance in this instances will further the goals of General Plan CON-IMP-7B, which promotes development of “appropriate zoning and land development guidelines in order to protect historic resources from incompatible development.” (*Ibid.*)

- 5. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.**

As the above findings illustrate, the factual circumstances surrounding the Inge Realty

property and its signage are unique and not present elsewhere in the area to be affected by the sign ordinance. No other stand-alone, small business within the sign ordinance segment of Harbor Boulevard has a 40-foot sign. No other small business within the sign ordinance segment of Harbor Boulevard has relied on such a sign for as long as 50 years as its source of business. No other business within the Sign Ordinance zone on Harbor Boulevard has a sign of similar historical significance. The Inge sign has served as the beacon for the company in the City for almost 50 years. Such factors make the Inge Realty property exceptional and distinct from other business potentially affected by the Sign Ordinance on Harbor Boulevard.

Also unlike other companies located in the neighborhood, a small business, such as Inge, is heavily dependent on its signage to draw customers and accumulate and maintain business goodwill. A significant portion of Inge's business -- as high as 50 percent -- is or was originally derived from its signage alone. The sign affords critical visibility to Inge along both Harbor Boulevard and Lampson Avenue.

Without waiver of its rights or any concession regarding the scope of the City's street easements, Inge is willing to agree to certain conditions of approval that allow the City to improve and/or maintain improvements to the adjoining street/sidewalk/pathway while also maintaining the integrity of the Inge sign *in situ*. Inge believes that mutually acceptable solutions can be achieved in the form of such conditions of approval. Such conditions, in conjunction with the distinctive circumstances described above, more than satisfy the criterion that the granting of a variance "shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated."

Inge Realty reserves the right to supplement the arguments and evidence presented herein.



JAN 16 <sup>2015</sup> 2014



CITY OF GARDEN GROVE  
PLANNING SERVICES DIVISION  
11222 ACACIA PARKWAY  
GARDEN GROVE, CA 92840  
TEL: (714) 741-5312 FAX: (714) 741-5578  
www.ci.garden-grove.ca.us

COMMUNITY DEVELOPMENT  
PLANNING SERVICES

**LAND USE PERMIT APPLICATION**

Project Address: 12461 Harbor Blvd., Garden Grove, CA 92840

Project Location: 12461 Harbor Blvd., Garden Grove, CA 92840

Application For:	
<input type="checkbox"/>	Code Amendment \$1,750
<input type="checkbox"/>	Conditional Use Permit \$2,100
<input type="checkbox"/>	Director's Review (R-1) \$175
<input type="checkbox"/>	Director's Review \$1,600
	(Duplex/Triplex)
<input type="checkbox"/>	Director's Review, Others \$400
<input type="checkbox"/>	Front Yard Determination \$175
<input type="checkbox"/>	General Plan Amendment \$1,950
<input type="checkbox"/>	Interpretation of Use - PC \$575
<input type="checkbox"/>	Lot Line Adjustment \$975
<input type="checkbox"/>	Modification to Conditions 1/2 cost
<input type="checkbox"/>	Modification to Plans 1/2 cost
<input type="checkbox"/>	Planned Unit Development \$3,150
<input type="checkbox"/>	Site Plan \$2,250
<input type="checkbox"/>	Specific Plan cost+15%
<input type="checkbox"/>	Street Vacation \$1,750
<input type="checkbox"/>	Tentative Parcel Map \$1,425+\$15 lot
<input type="checkbox"/>	Tentative Tract Map \$2,525+\$15 lot
<input checked="" type="checkbox"/>	Variance - all others \$1,675
<input type="checkbox"/>	Variance Single Family \$500
<input type="checkbox"/>	Zone Change \$1,800
<input type="checkbox"/>	Time Extension 1/2 fee
Environmental Review:	
<input type="checkbox"/>	Environmental Impact Report cost + 15%
<input type="checkbox"/>	Mitigated Neg Dec \$1,050
<input type="checkbox"/>	Negative Declaration \$775
<input type="checkbox"/>	Notice of Exemption \$200
<input type="checkbox"/>	Fish and Game Fee see latest fee
<input type="checkbox"/>	County Recording Fee \$50

**Property Owner:**

Name: Inge Realty/Sophie Inge

Address: 12461 Harbor Blvd.

City/State/Zip: Garden Grove, CA 92840

Phone No.: (714) 638-4880

**Applicant (if not sole property owner):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Representative (if different)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**STATUS OF APPLICANT\***

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Record Property Owner           | <input type="checkbox"/> Lessee                               |
| <input type="checkbox"/> Purchasing/Escrow Subject to Case Approval | <input type="checkbox"/> Authorized Agent of one of the above |

\*Note: If the Applicant is anyone other than the **sole** record owner of the property, a **Letter of Authorization** must also be signed and notarized by each property owner.

**SIGNATURES/ACKNOWLEDGEMENT**

I hereby certify that all information contained in this Application and all plans and materials required to be submitted to the City is, to the best of my knowledge, true and correct.

Sophie Inge 10-28-14  
Property Owner's Signature      Date

\_\_\_\_\_  
Applicant's Signature      Date

**Office Use Only:**  
Received By: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

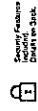
4332

INGE REALTY COMPANY LP  
ADMINISTRATIVE ACCOUNT  
12461 HARBOR BLVD. 714-638-4880  
GARDEN GROVE, CALIFORNIA 92840-3811

EMV<sup>®</sup> CHECK FRAUD  
PROTECTION BY BANKCARD  
90-119-1222

October 28, 2014  
date

\$1,675.00  
Amount in Words  
One thousand six hundred seventy five dollars



*Pay to the order of*

*One thousand six hundred seventy five dollars and no/100 dollars*



Farmer's & Merchants Bank  
Garden Grove Office • 714-590-3880  
10422 Garden Grove Boulevard  
Garden Grove, CA 92843  
www.fmb.com • Tel: 562-714-6382-2618

*Sophie Lopez*

*for*

MP

⑆004332⑆ ⑆12220198⑆ 04 0963319⑆

THE FACE OF THIS CHECK IS PRINTED GREEN. THE BACK CONTAINS A SIMULATED WATERMARK.

CHECK NO. 141149

CHECK DATE

01-15-15

CHECK AMOUNT

\$\*\*\*\*\*35.00\*\*\*\*

NEWMEYER & DILLON LLP

Union Bank

Payable at any Union Bank branch including  
400 California Street, San Francisco CA 94101  
(800) 236-4486 unionbank.com

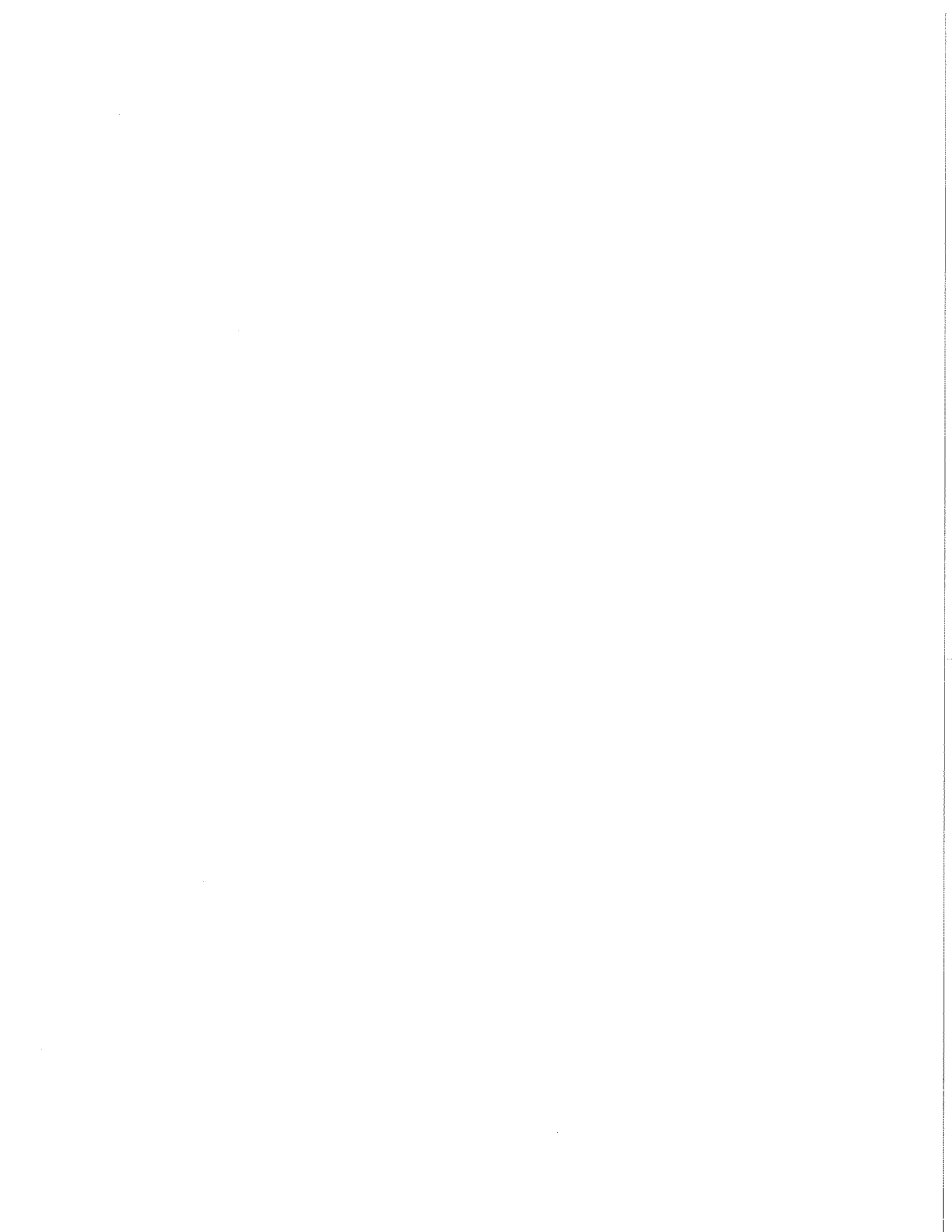
895 Dove Street  
5th Floor  
Newport Beach, CA 92660  
Phone (949) 854-7000

THIRTY-FIVE AND 00/100

PAY TO THE ORDER OF City of Garden Grove  
1122 Acacia Parkway  
Garden Grove, CA 92840



⑆ 11 114 ⑆ ⑆ 22000496⑆ 890013498⑆





NEWMAYER & DILLION LLP  
ATTORNEYS AT LAW

MICHAEL W. SHONAFELT  
Michael.Shonafelt@ndf.com

November 12, 2014

RECEIVED  
CITY OF GARDEN GROVE

NOV 18 2014

COMMUNITY DEVELOPMENT  
PLANNING SERVICES

**VIA HAND DELIVERY**

City of Garden Grove  
Development and Permit Center  
11222 Acacia Parkway, Garden Grove, CA 92840

Re: Inge Realty: Variance from Ordinance No. 2837 Establishing Overlay Design Standards for Signs Generally within the International West Mixed-Use Area and Providing for Replacement of Non-conforming Signs

To the City Planner:

This office represents Inge Realty ("Inge") with respect to the above-referenced matter. This letter accompanies a variance application submitted on behalf of Inge and provides an explanation of the application contents.

In some cases, this application does not supply certain items of information requested by the City. That is because many such items are not applicable to the variance request at issue. This application seeks a variance from "Ordinance No. 2837 Establishing Overlay Design Standards for Signs Generally within the International West Mixed-Use Area and Providing for Replacement of Non-conforming Signs" ("Sign Ordinance"), which would require the removal of certain *existing*, non-conforming signs on Harbor Boulevard. The requested variance would *not* result in any new development, structure or appurtenance. Instead, the variance merely seeks to maintain the status quo of some 49 years by allowing Inge to be excepted from the Sign Ordinance and maintain its historical sign *in situ*.

Each of the City's requested items of information is discussed in turn.

- (1) **Requirement 1 - Application Fee:** Included herein.
- (2) **Requirement 2 - Completed Land Use Application:** Included herein.
- (3) **Requirement 3 - Signed and Notarized Letter of Authorization:** Not applicable; the applicant is the sole record owner of the property.
- (4) **Requirement 4 - Preliminary Title Report:** Included herein.
- (5) **Requirement 5 - Environmental Information Form:** Not applicable; the Environmental Information Form pertains to new development. No new

1277 TREAT BLVD.  
SUITE 600  
WALNUT CREEK, CA 94597  
T 925 988 3200  
F 925 988 3290

895 DOVE STREET  
5TH FLOOR  
NEWPORT BEACH, CA 92660  
T 949 854 7000  
F 949 854 7099

3093 HOWARD HUGHES PKWY  
SUITE 530  
LAS VEGAS, NV 89169  
T 702 777 7500  
F 702 777 7599


development is proposed here. The variance seeks to maintain existing conditions, namely, a sign that currently exists, and has existed, on the Inge property for 49 years.

- (6) **Requirement 6 – Colored Exhibits:** Color photographs of the existing sign are included.
- (7) **Requirement 7 – Colors Board:** Not applicable; no new development is proposed here. The variance seeks to maintain existing conditions, namely, a sign that currently exists, and has existed, on the Inge property for 49 years.
- (8) **Requirement 11 – Plans, Full Size:** Not applicable; no new development is proposed here. The variance seeks to maintain existing conditions, namely, a sign that currently exists, and has existed, on the Inge property for 49 years. A survey and copy of the original building permit is enclosed in lieu of building plans.
- (9) **Requirement 12 – Plans, Reduced:** Not applicable; no new development is proposed here. The variance seeks to maintain existing conditions, namely, a sign that currently exists, and has existed, on the Inge property for 49 years. A survey and copy of the original building permit is enclosed in lieu of building plans.

We trust that the City will accept and deem the Application complete, in furtherance of its obligations under the Permit Streamlining Act (Gov. Code, § 65920 et seq.)

If you have any questions, please do not hesitate to call me.

Very truly yours,



Michael W. Shonafelt

MWS:mws

4923884.1



CITY OF GARDEN GROVE  
 PLANNING SERVICES DIVISION  
 11222 ACACIA PARKWAY  
 GARDEN GROVE, CA 92840  
 TEL: (714) 741-5312 FAX: (714) 741-5578  
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### LAND USE PERMIT APPLICATION

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Project Location: 12461 Harbor Blvd., Garden Grove, CA 92840

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<input type="checkbox"/>	Conditional Use Permit \$2,100
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<input type="checkbox"/>	Negative Declaration \$775
<input type="checkbox"/>	Notice of Exemption \$200
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**Property Owner:**

Name: Inge Realty/Sophie Inge

Address: 12461 Harbor Blvd.

City/State/Zip: Garden Grove, CA 92840

Phone No.: (714) 638-4880

**Applicant (if not sole property owner):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Representative (if different)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

STATUS OF APPLICANT*			
<input checked="" type="checkbox"/>	Record Property Owner	<input type="checkbox"/>	Lessee
<input type="checkbox"/>	Purchasing/Escrow Subject to Case Approval	<input type="checkbox"/>	Authorized Agent of one of the above

**\*Note:** If the Applicant is anyone other than the **sole** record owner of the property, a **Letter of Authorization** must also be signed and notarized by each property owner.

**SIGNATURES/ACKNOWLEDGEMENT**

I hereby certify that all information contained in this Application and all plans and materials required to be submitted to the City is, to the best of my knowledge, true and correct.

Sophie Inge 10-28-14  
 Property Owner's Signature Date Applicant's Signature Date

<b>Office Use Only:</b>	Date Submitted:
Received By: _____	_____





To: Susan Callahan

---

From: Peyton Hall, FAIA

---

Date: November 13, 2014

#### Introduction

We were asked to provide guidelines for the treatment of the Inge Realty sign in order to retain its integrity as a historic resource and retain or restore its features going forward over time.

The project historic architect and architectural conservator is Peyton Hall, FAIA, Chair of the Historic Resources Committee of the American Institute of Architects, and a member of the Architectural Specialty Group of the American Institute for Conservation. He and the firm, Historic Resources Group, LLC, of Pasadena, California, meet the Secretary of the Interior's Professional Qualifications Standards in Architectural History and Historic Architecture. He has monitored and written protection and salvage plans for fixtures, furnishings, and features for projects such as Frank Lloyd Wright's Aline Barnsdall House, Pasadena City Hall, and the Wallis Annenberg Center for Performing Arts at the Beverly Hills Post Office (where historic signage will be variously removed or retained in place). The firm directed the replication of missing historic signage at Grauman's Egyptian Theatre and the Hollywood Palladium.

#### Historic context: Twentieth Century Signs and Sign Practices<sup>1</sup>

The following text from Preservation Brief 25 confirms that signs have a long history in America, from colonial times well into the post war and modernist periods. This architectural feature is fully recognized by the National Park Service as an important issue when assessing the cultural value of historic properties.

<sup>1</sup> Michael j. Auer, Preservation Brief 25/The Preservation of Historic Signs, Washington, D.C., National Park Service, October 1991.

#### HISTORIC SIGN GUIDELINES

## Inge Realty Sign 12461 Harbor Blvd., Garden Grove, CA

HISTORIC RESOURCES GROUP, LLC  
12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105  
Telephone 626 793 2400, Facsimile 626 793 2401  
historicla.com

The advent of the twentieth century approximately coincided with the coming of electricity, which gave signs light and, later, movement. Illuminated signs were not unknown before electricity. An advertisement printed about 1700 mentioned a night time sign lit by candles, and in 1840 the legendary showman P.T. Barnum built a huge sign illuminated by gas. But electricity was safer and cheaper than candles, kerosene and gas. Its widespread use gave signs a prominence they retain today: illuminated signs dominate the streets at night. In the 1930s and 1940s, signs built into storefronts became popular.

Electricity permitted signs to be illuminated by light shining onto them, but the real revolution occurred when lightbulbs were used to form the images and words on signs. Lightbulbs flashing on and off made new demands on the attention of passersby. But electricity gave signs an unparalleled range of motion. This movement added yet another element to the life of the street.

Neon is another great twentieth-century contribution to the signmaker's art. It has the useful property of glowing when an electric charge passes through it. (Argon, krypton, xenon and helium share this property. Only neon and argon, however, are typically used in commercial signs.) Encased in glass tubes shaped into letters or symbols, neon offered signmakers an opportunity to mold light into an infinite variety of shapes, colors, and images. Combined with an electric timer, the neon tubing could present images moving in succession. Neon first appeared in signs in the 1920s, and reached its height of popularity in the 1940s. After a period of decline, it underwent a renaissance, beginning in the 1970s. Artists experimented with neon as a conscious art-form, and several notable architects further helped in its revival. Renewed interest in this colorful medium also sparked interest in preserving historic neon signs.

Along with such developments as the coming of electricity and then neon, stylistic movements influenced twentieth-century signs. In particular, Art Deco and Streamlined Moderne affected not just buildings, but their signs as well. Architects working in these styles often integrated signs and buildings into a unified design. As the century advanced, new styles took hold. The late 1950s brought signs with fins, star bursts, and other images reflecting a new fascination with outer space.

### Construction and development history

The Inge Realty business and signs have been in place at the same address since approximately 1965 having been relocated from an earlier place of business. Therefore, these features are older than 50 years. We do not have a permit history for the signs. Archival photos from 1965 (included below) reveal useful information the features. The 1965 photographs illustrate "before and after" conditions. In October 1965 the business

#### HISTORIC SIGN GUIDELINES

## Inge Realty Sign 12461 Harbor Blvd., Garden Grove, CA

#### HISTORIC RESOURCES GROUP, LLC

12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105  
Telephone 626 793 2400, Facsimile 626 793 2401  
historicla.com

moved from an earlier location to 12461 Harbor Blvd.; the signs were moved and reconfigured.

The "before," and possibly original sign condition is a painted ferrous metal sign box shaped like a large letter "I," mounted on a single painted ferrous metal pole. The "Inge" faces are perpendicular to the street direction. The word "INGE" is painted in light value sans serif letters on a dark background on both faces of the sign. The words "REAL ESTATE" are painted in light value sans serif letters on a dark background on the return side faces of the metal box. All of these words are outlined with neon tubes. Both faces of the "I"-shaped box are also outlined by neon.

The other part of this "before" configuration is a large rectangular box sign mounted on two ferrous metal poles. The faces are perpendicular to the street direction. The rectangular sign faces are painted; neon tubes were not observed. Both faces of the sign are surface illuminated by floodlamps on outriggers at the top of the box that are pointed back and downward. There is a taller flagpole at the center, flanked by two banner poles on both sides of the center pole.

When Inge Realty moved, the "I"-shaped box was mounted above the large rectangular box. It appears that the two painted ferrous metal poles that support the rectangular sign box may have been replaced in kind, or altered, because the lower part of these poles is a wider diameter. Two poles that extend above the rectangular box sign align with the lower support poles. The "I"-shaped sign is attached at the top of the pole that is nearer Harbor Blvd., as is a new intermediate small box sign with a street address number. The other pole, to the west, away from Harbor Blvd., serves as a flagpole for the American stars and stripes. Both faces of the sign remain surface illuminated by floodlamps on outriggers at the top of the box that are pointed back and downward.

Other archival photographs illustrate the application of green neon at the "INGE" faces, and white neon at the "REAL ESTATE" faces. At some time in its history, the face lighting was replaced with newer outrigged lamps using more modern fixtures.

The reconfiguration retains the contributing features of the original sign, including its material integrity and visual character. Analyzed as an eligible historic resource, the sign, in general, remains significant in its newer form, which has stood for almost 50 years.

A photograph is included that illustrates the sign's condition in 2013. It is substantially intact, and recently repaired and repainted. That photograph does not show any neon tubes intact, however. The owners of the property and sign have glass neon tubes that were salvaged from the sign though they are not currently installed and operating.

#### HISTORIC SIGN GUIDELINES

## Inge Realty Sign 12461 Harbor Blvd., Garden Grove, CA

#### HISTORIC RESOURCES GROUP, LLC

12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105  
Telephone 626 793 2400, Facsimile 626 793 2401  
historiela.com

## Retaining historic signs

4

These sign features should be retained because they are:

- significant as evidence of the history of the product, business or service advertised.
- significant as reflecting the history of the building or the development of the historic district. A sign may be the only indicator of a building's historic use.
- characteristic of a specific historic period, such as gold leaf on glass, neon, or stainless steel lettering.
- local landmarks, that is, signs recognized as popular focal points in a community.
- elements important in defining the character of a district, such as marquees in a theater district.

## Maintaining and repairing historic signs

Maintenance of historic signs is essential for their long-term preservation. Sign maintenance involves periodic inspections for evidence of damage and deterioration. Lightbulbs may need replacement. Screws and bolts may be weakened, or missing altogether. Dirt and other debris may be accumulating, introduced by birds or insects, and should be cleaned out. Water may be collecting in or on sign cabinets, threatening electrical connections. The source of water penetration should be identified and sealed. Most of these minor repairs are routine maintenance measures, and do not call for special expertise.

More extensive repairs should be undertaken by professionals. The sign industry is a large and active one. Sign designers, fabricators and skilled craftsmen are located throughout the country. Major repairs may require removal of the sign to a workshop.

## Reusing historic signs

If a building or business has changed hands, historic signs associated with former enterprises in the building should be reused if possible by:

- keeping the historic sign—unaltered. This is often possible even when the new business is of a different nature from the old. Preferably, the old sign can be left in its historic location; sometimes, however, it may be necessary to move the sign elsewhere on the building to accommodate a new one. Conversely, it may be

### HISTORIC SIGN GUIDELINES

# Inge Realty Sign 12461 Harbor Blvd., Garden Grove, CA

### HISTORIC RESOURCES GROUP, LLC

12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105  
Telephone 626 793 2400, Facsimile 626 793 2401  
historicsign.com

necessary to relocate new signs to avoid hiding or overwhelming historic ones, or to redesign proposed new signs so that the old ones may remain. (The legitimate advertising needs of current tenants, however, must be recognized.) Keeping the old sign is often a good marketing strategy. It can exploit the recognition value of the old name and play upon the public's fondness for the old sign. The advertising value of an old sign can be immense. This is especially true when the sign is a community landmark.

- modifying the sign for use with the new business. This may not be possible without destroying essential features, but in some cases it can be done by changing details only. In other respects, the sign may be perfectly serviceable as is.
- If none of these options is possible, the sign could be donated to a local museum, preservation organization or other group, provided there is adequate legal protection for protection and maintenance.

### Repairing historic sign materials

Neon signs can last 50 years, although 20-25 years is more typical. When a neon sign fails, it is not because the gas has "failed," but because the system surrounding it has broken down. The glass tubes have been broken, for example, thus letting the gas escape, or the electrodes or transformers have failed. If the tube is broken, a new one must be made by a highly skilled "glass bender." After the hot glass tube has been shaped, it must undergo "purification" before being refilled with gas.

The glass and the metal electrode at the end of the tube are heated in turns. As these elements become hot, surface impurities burn off into the tube. The resulting vapor is then removed through "evacuation"—the process of creating a vacuum. Only then is the "neon" gas (neon or mercury-argon) added. Neon gives red light, mercury-argon produces blue. Other colors are produced by using colored glass and any of dozens of phosphor coatings inside the tube. Green, for example, can be produced by using mercury-argon in yellow glass. Since color is so important in neon signs, it is important to determine wherever possible the original color or colors. In the case, an archival photograph plus oral history from the owners documents the significant gas colors.

A failing transformer can cause the neon sign to flicker intensely, and may have to be replaced. Flickering neon can also indicate a problem with the gas pressure inside the tube. The gas may be at too high or too low a pressure. If so, the gas must be repumped.

#### HISTORIC SIGN GUIDELINES

## Inge Realty Sign

12461 Harbor Blvd., Garden Grove, CA

#### HISTORIC RESOURCES GROUP, LLC

12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105  
Telephone 626 793 2400, Facsimile 626 793 2401  
historicla.com

Repairs to neon signs also include repairs to the surrounding components of the sign. The "metal cans" that often serve as backdrops to the tubing may need cleaning or, in case of rust, scraping and repainting. The current condition of the metal cans is good.

Specific additional recommendations for rehabilitation of the Inge signs in current condition, and future work plan

- Add missing neon to the "I"-shaped sign as documented in archival photos: green neon at "INGE," white neon at "REAL ESTATE" and compatible color at outline of "I".
- Sample the paint seriation on all sign components and provide color matches for sign face restoration or for colors and patterns that reuse the historic applications and are therefore compatible.
- Reconstruct the missing outrigger floodlights at the top of the large rectangular sign. More modern and energy efficient electric lamps (e.g., halogen, CFL, or LED sources) of appropriate color/temperature that are both compatible in visual character and are energy efficient are available.

#### HISTORIC SIGN GUIDELINES

## Inge Realty Sign 12461 Harbor Blvd., Garden Grove, CA

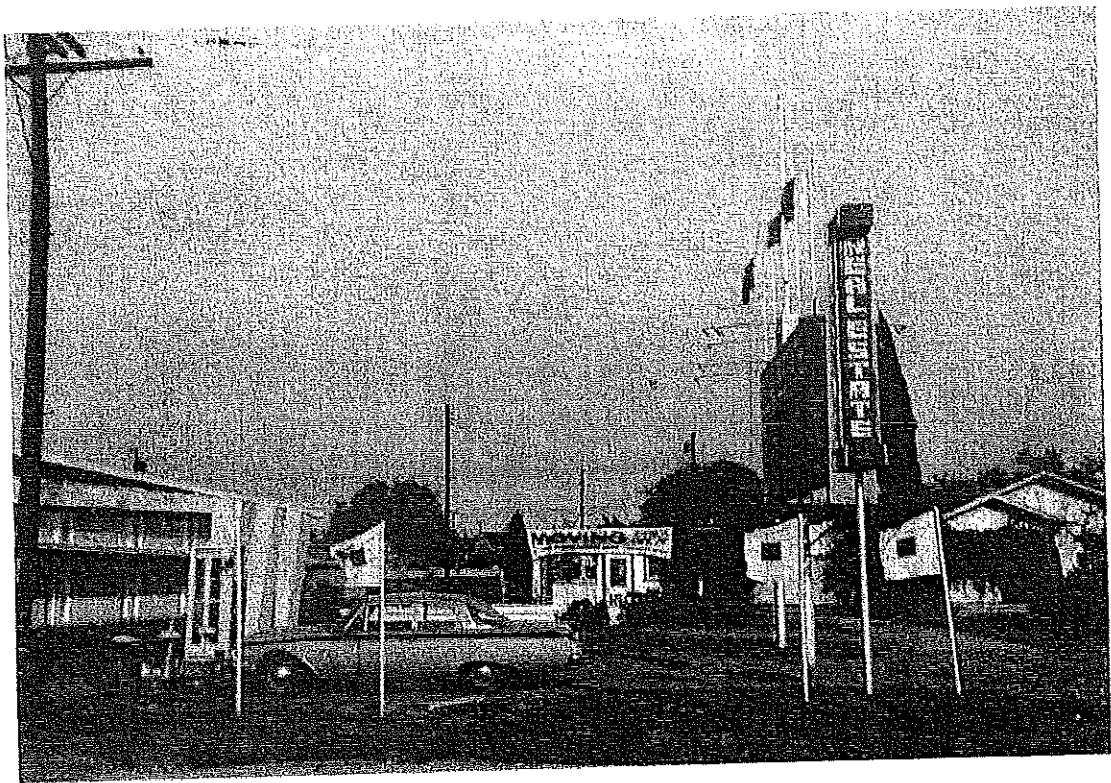
HISTORIC RESOURCES GROUP, LLC

12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105

Telephone 626 793 2400, Facsimile 626 793 2401

historicia.com

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Inge Realty signs before relocation, 1965.

HISTORIC SIGN GUIDELINES

# Inge Realty Sign

## 12461 Harbor Blvd., Garden Grove, CA

HISTORIC RESOURCES GROUP, LLC  
12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105  
Telephone 626 793 2400, Facsimile 626 793 2401  
historicla.com



Inge Realty signs before relocation, 1965.

**HISTORIC SIGN GUIDELINES**

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12 South Fair Oaks Avenue, Suite 200, Pasadena, California 91105

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FEB 65



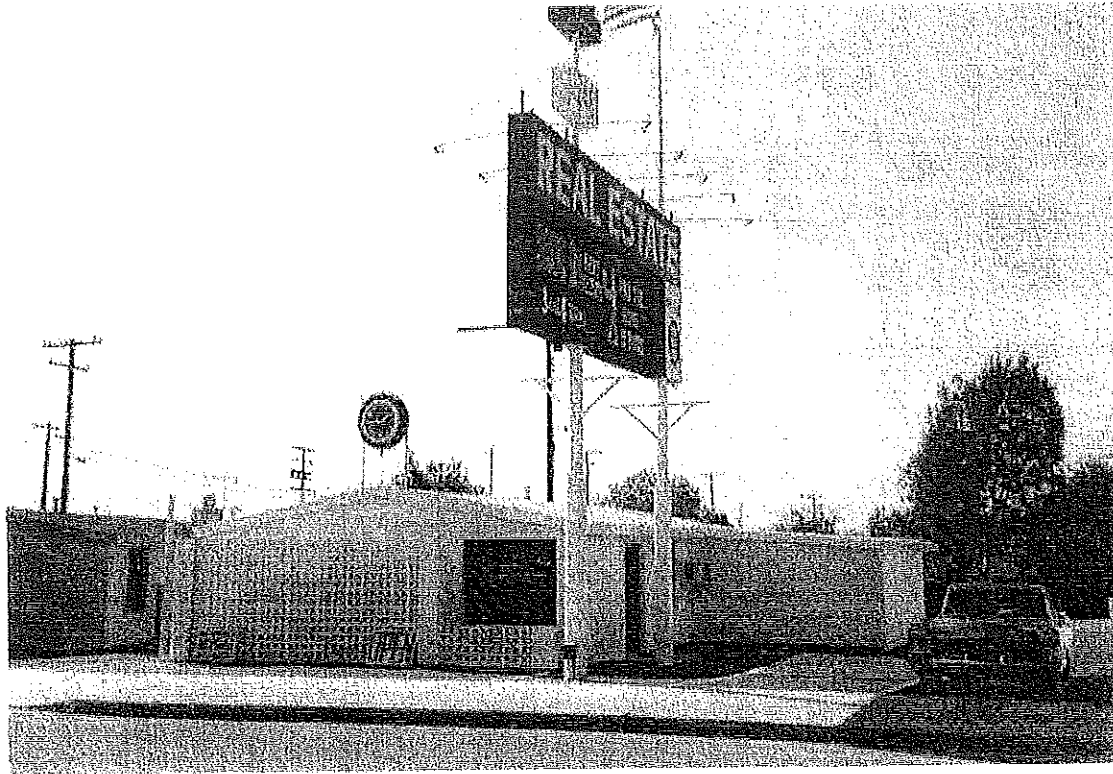
Inge Realty after relocation, 1965.

**HISTORIC SIGN GUIDELINES**

# Inge Realty Sign

## 12461 Harbor Blvd., Garden Grove, CA

**HISTORIC RESOURCES GROUP, LLC**  
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Telephone 626 793 2400, Facsimile 626 793 2401  
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Inge Realty signs after relocation, 1965.

**HISTORIC SIGN GUIDELINES**

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Inge Realty signs after relocation, undated.

**HISTORIC SIGN GUIDELINES**

# Inge Realty Sign

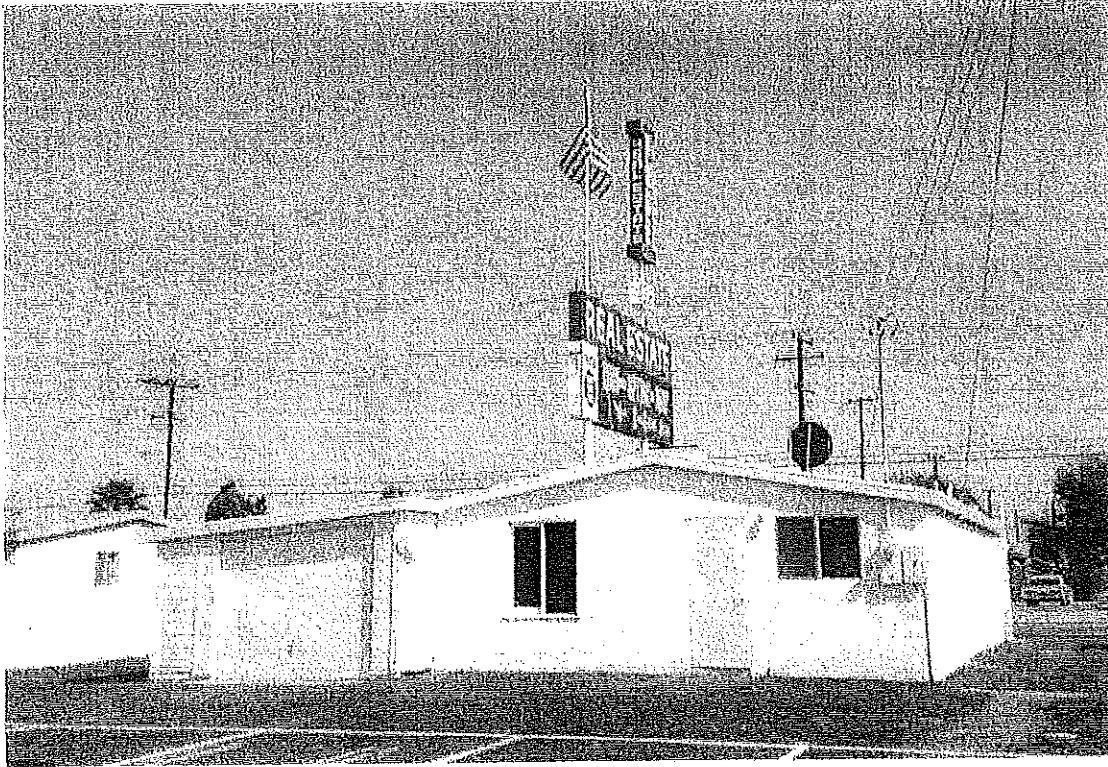
12461 Harbor Blvd., Garden Grove, CA

**HISTORIC RESOURCES GROUP, LLC**

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Inge Realty signs after relocation, 1965.

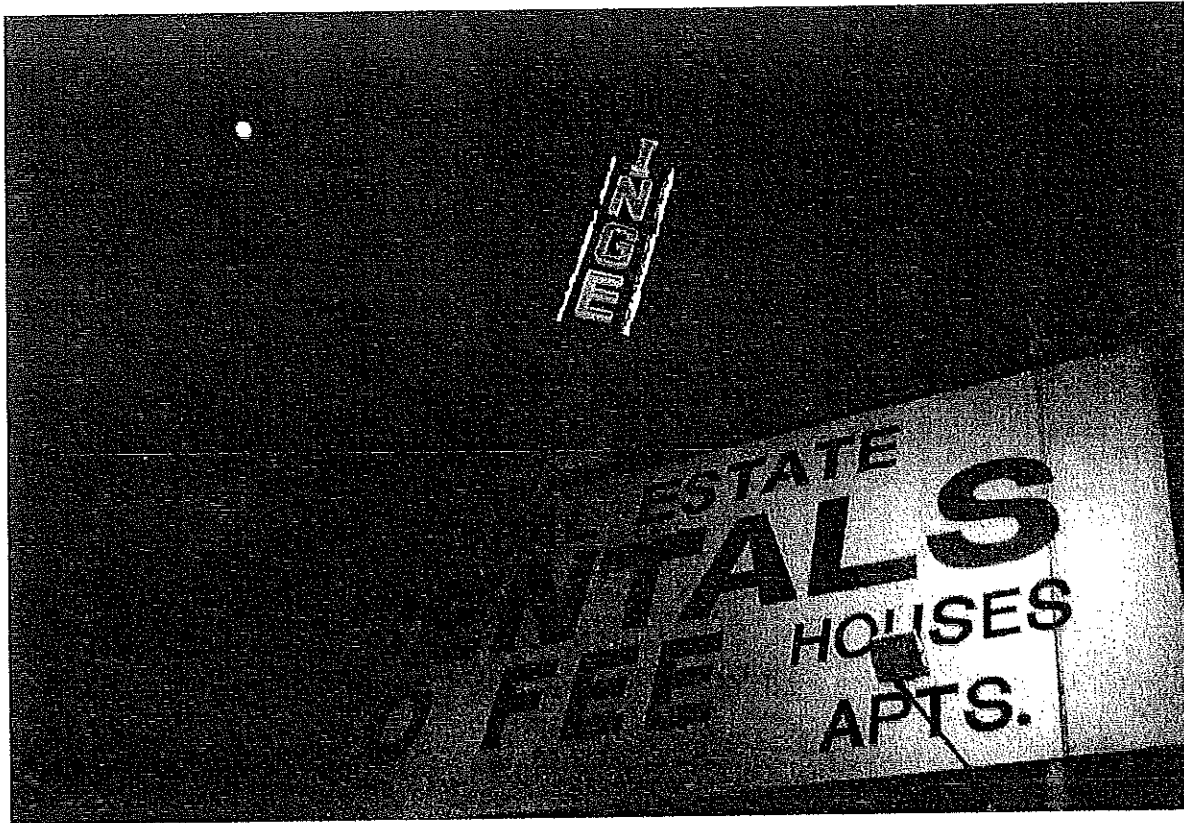
**HISTORIC SIGN GUIDELINES**

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historicla.com



Inge Realty signs after relocation, undated.

**HISTORIC SIGN GUIDELINES**

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Telephone 626 793 2400, Facsimile 626 793 2401  
historicla.com



Inge Realty signs after relocation, existing conditions, 2013.

CC: Michael W. Shonafelt, Newmeyer & Dillion LLP

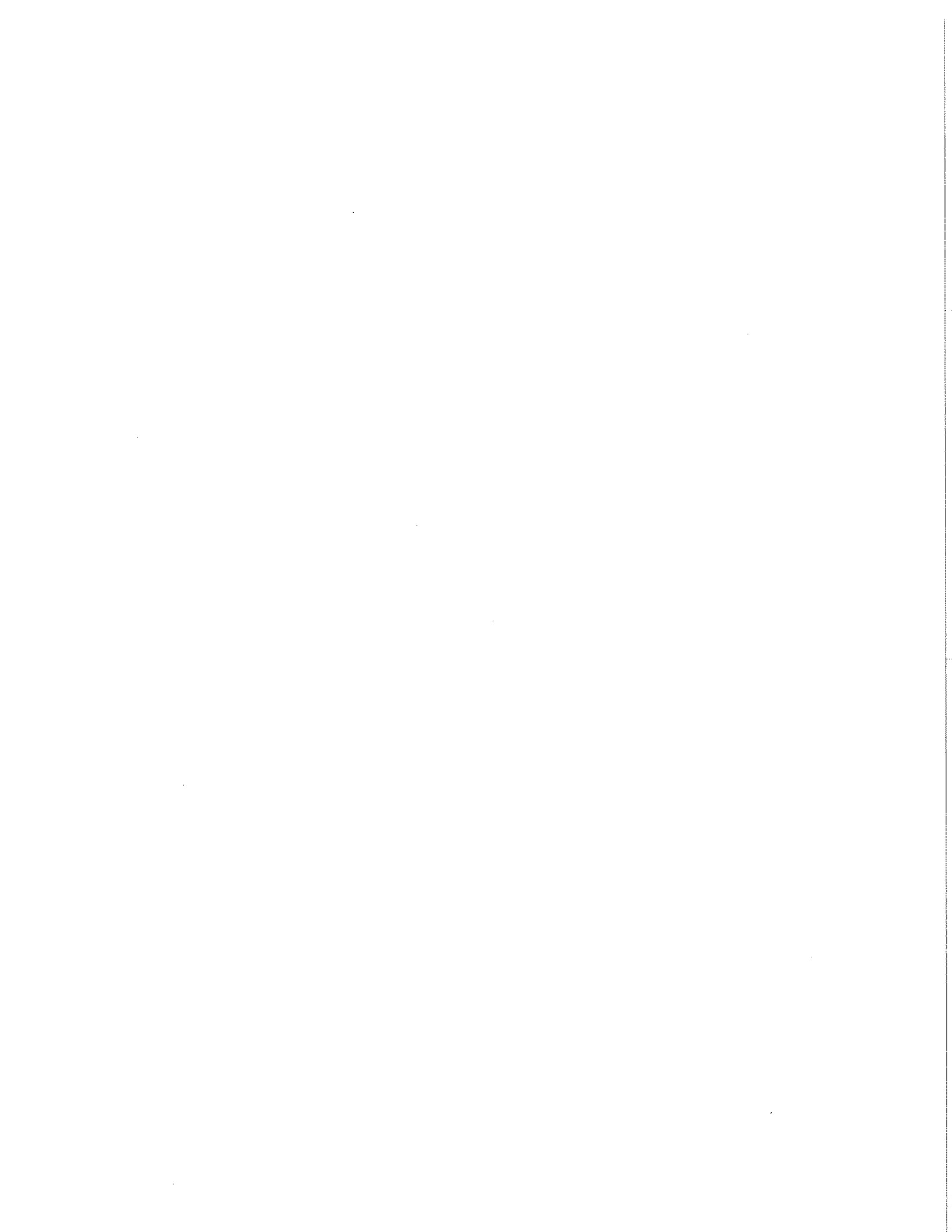
**HISTORIC SIGN GUIDELINES**

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Telephone 626 793 2400, Facsimile 626 793 2401  
historica.com



**BUILDING PERMIT**

DEPARTMENT OF BUILDING, GARDEN GROVE, CALIF.

INSTRUCTION: USE TYPEWRITER OR BALL POINT PEN. FILL IN ALL SPACES. BE SURE ALL COPIES ARE LEGIBLE. NO ERASURES PERMITTED. A DISHONORABLE VIOLATION IS CHARGED IF WORK IS STARTED BEFORE PERMIT IS ISSUED.

OWNER: E. J. D. A.  
 INFORMATION PROVIDED BY BLDG. DEPT.  
 EXTERIOR WALL MATERIAL: \_\_\_\_\_  
 ROOF FINISH MATERIAL: \_\_\_\_\_  
 PARTITIONING MATERIAL: \_\_\_\_\_  
 ROOF COVERING MATERIAL: \_\_\_\_\_  
 LOT NO.: \_\_\_\_\_ LOT DEPTH: \_\_\_\_\_ NO. OF EXISTING BLDGS. ON LOT: \_\_\_\_\_  
 USE: RENOV. FIRE ZONE: \_\_\_\_\_ OCCUPANCY: \_\_\_\_\_ TYPE: \_\_\_\_\_  
 FRONT: \_\_\_\_\_ RIGHT SIDE: \_\_\_\_\_ LEFT SIDE: \_\_\_\_\_ REAR: \_\_\_\_\_  
 SITE PLAN NO.: \_\_\_\_\_ USE PERMIT OR VARIANCE NO.: \_\_\_\_\_ PARK SPACES REQ'D: \_\_\_\_\_

Job Address: 12401 Harbor Blvd. Permit No.: 1753  
 Lot No.: 9 Tract No.: 1925 Div. No.: \_\_\_\_\_  
 CONTRACTOR: NU-ART SIGN CO. STATE LIC. NO.: 65887  
 MAILING ADDRESS: 222 E. SANTA FE FULLERTON TEL. NO.: 925-2120  
 ARCH. STATE LIC. NO.: \_\_\_\_\_  
 ENGR. TEL. NO.: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_  
 OWNER: USE REALTY TEL. NO.: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_

Zoning Approved By: ELM Date: 9-13-65  
 Remarks: PLAN ATTACHED  
 PUBLIC WORKS  
 Street Address: 010 By: J.L.J.

MAILING ADDRESS: 12401 HARBOR BLVD. GARDEN GROVE  
 NEW  ADD'N  ALTER  REPAIR  DEMOLISH   
 FLOOR AREA (SQ. FT.): 276 NO. OF STORIES: \_\_\_\_\_ NO. OF DWELLING UNITS: \_\_\_\_\_  
 PRESENT BLDG. USE: \_\_\_\_\_ PROPOSED BLDG. USE: \_\_\_\_\_  
 SEP 13-65 11 140 11 140 11 140 11 140  
 SEP 13-65 11 140 11 140 11 140 11 140

Record of Survey: None  
 RAY Dedication: None  
 Easements: None  
 Encroachment Permit: 1260 E/O to Harbor  
 Remarks: \_\_\_\_\_

Validation: MADE EXISTING SIGN  
 DESCRIBE WORK TO BE DONE: INSTALL SIGN @ HARBOUR  
 LOCATION: NON-ELECTRIC

INSPECTION RECORD		
APPROVAL	DATE	INSPECTOR
Foundation and Location		<u>RLJ</u>
Reinforcing		
Roof Shig.		
Rough Frame		
Lath or Drywall		
Plas. Brown Ct.		
Other		
Land Use		
Final	<u>10-5-65</u>	<u>RLJ</u>
Utility Release		
VALUATION	NOTE: INCLUDE LABOR, MAT. WIRING, PLUMB., HEAT. ETC. \$ <u>500</u>	
FEES		
Plan Check	\$ <u>7.50</u>	Building Permit \$ <u>15.00</u>
Bond	\$ _____	Expiration Date _____
Permit Authorized By	<u>ELM</u>	Date: <u>9-13-65</u>
I Bldg. Inspector		

OWNER-BUILDER PERMIT RESTRICTIONS: An owner-builder must reside within the building for which this permit is issued. (necessary buildings excepted). Said building may not contain more than 3 dwelling units. Otherwise, this permit can be issued only to a contractor licensed in the State of California and a business license must be procured from the City of Garden Grove.

WORKMEN'S COMPENSATION INSURANCE REQUIREMENTS: A certificate or duplicate thereof of workman's compensation insurance must be on file with the City of Garden Grove prior to the issuance of this permit unless 1. This permit is for less than \$100 valuation or, 2. The applicant qualifies as an owner-builder and signs the statement below.

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workman's compensation laws of California.

SIGNATURE: Herb Swartzell

(or) CERTIFICATE ON FILE

APPLICANT'S CERTIFICATION: I have carefully read and examined the above application and find the same to be true and correct. All provisions of the laws and ordinances of the City of Garden Grove and State of California will be complied with whether specified herein or not.

Signature of: Herb Swartzell Date: 9/10/65  
 Position: \_\_\_\_\_ DIV. LIC. NO.: \_\_\_\_\_  
 Address: 24 E. SANTA FE FULLERTON 925-2120  
 RELOCATION  
 PRESENT BLDG. ADDRESS: \_\_\_\_\_  
 MOVING CONTRACTOR ADDRESS: \_\_\_\_\_



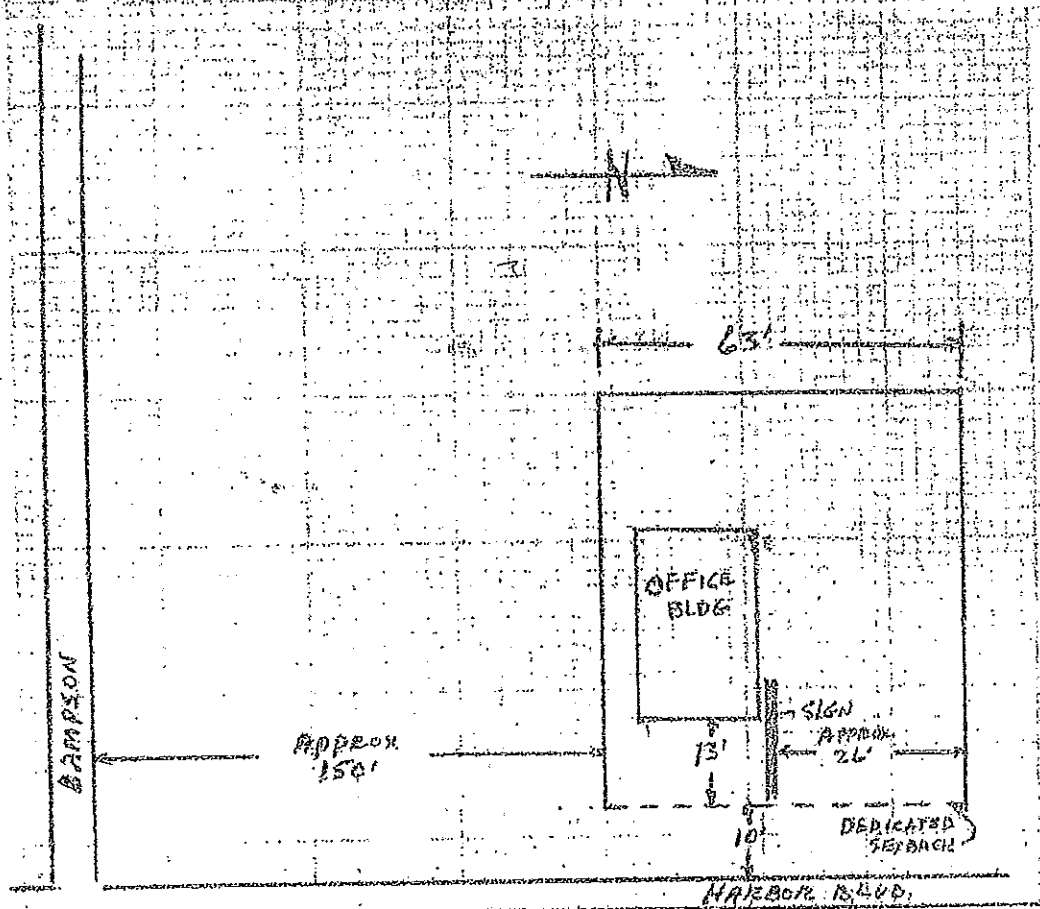
# PLOT PLAN

Department of Building

CITY OF  
GARDEN GROVE

Map No. 1250 Harbor Blvd. Permit No. 42590  
Lot \_\_\_\_\_ Tract \_\_\_\_\_ Block \_\_\_\_\_

THIS PLOT PLAN COMPLETELY SHOWS  
ALL BLDGS. ON THE LOT AND THEIR USE.



I certify the information hereon is complete and correct.  
Routing: #1 Building Inspector #2 Office File #3 Owner

By Herb Little Date 9/10/65

Top Sign

$A = 28.0 \text{ ft}^2$   
 $P = 28 \times 28 = 560 \text{ lb}$   
 $h = 0.56 \times 12 = 6.72 \text{ ft-k}$   
 $S_m = 6.72 \times 0.45 = 3.02 \text{ in}^3$

Existing 4" x 4" x 4" Pipe OK

Bottom Sign

$A = 240 \text{ ft}^2$   
 $P = 250 \times 28 = 5000 \text{ lb}$   
 Weight Gain with Top Sign Over  
 $h = \frac{5000}{28} \times 0.56 \times 12 + 0.3 \times 28 \times 12 = 73.0 \text{ ft-k}$   
 $S_m = 73.0 \times 0.45 = 32.8 \text{ in}^3$

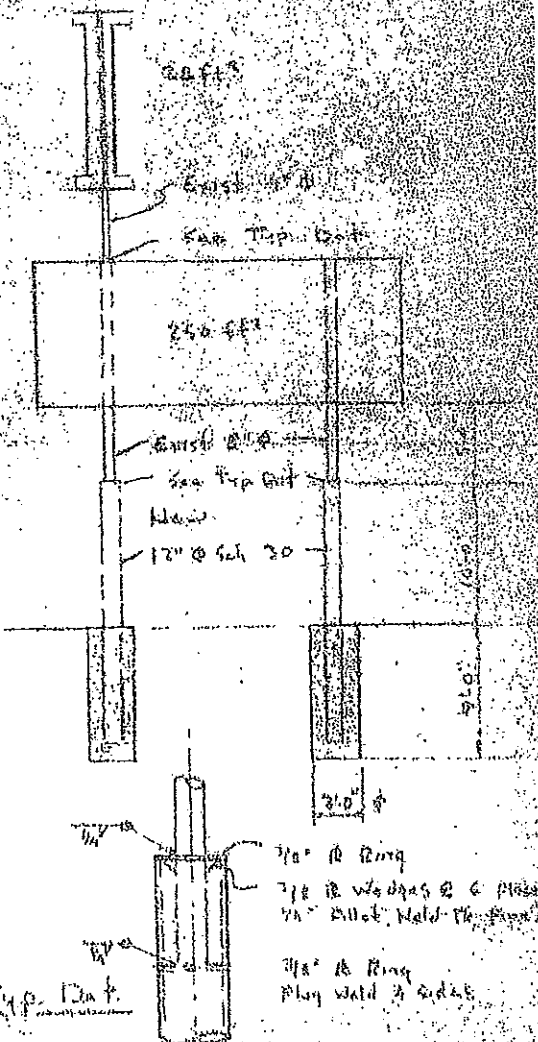
Use 12"  $\phi$  Sch 30 Pipe  
Carry Min. 10'-0" Above Gr.

Foundation

$P_u = 0.56 \times 2.9 + 0.3 = 3.36 \text{ k}$   
 $h = 21.7 \text{ ft}$   
 Try 7'-0"  $\phi$  x 9'-0" Deep  
 $A = \frac{2.39 \times 3.36}{1200 \times 3} = 2.18$

*Louis F. C...  
 10/11/85*

Use 12"  $\phi$  Sch 30 Pipe



Typ. Det.

# ELECTRICAL PERMIT

DEPARTMENT OF BUILDING AND SAFETY  
GARDEN GROVE, CALIFORNIA PHONE: 537-2200

INSTRUCTIONS: SEE A PERMITS OFFICER FOR A COMPLETE LIST OF PERMITS. PERMITS ARE ISSUED FOR THE PERIOD OF 180 DAYS. A DOUBLE PERMIT WILL BE ISSUED IF THE PERMIT IS NOT USED WITHIN THE PERIOD OF 180 DAYS.

PROJECT NO. **11706A**  
ADDRESS **12461 Glasgow Blvd** CITY **11909A**

PROJECT NO. **TRACY NO. 1823**

OWNER **Inge Realty** PHONE  
OWNER'S ADDRESS CITY

DESCRIPTION	NUMBER	RATE	AMOUNT
Residential (1 & 2) sq. ft.		.07	
Garage, Road, (2) sq. ft.		.005	
Service, Single Phase	1	\$1.00	1.00
Service, Three Phase		1.00	
Motors, Single Phase	1	1.00	1.00
Motors, Three Phase		1.00	
Pole, Power, Light, etc.		2.00	
Sub-Panels 1 φ		1.00	
Sub-Panels 3 φ		1.00	
Outlets 1st 20	20	.20	4.00
Outlets Over 20	18	.10	1.80
Fixtures 1st 20	12	.20	2.40
Fixtures Over 20		.10	
Fixtures, High Voltage-Type		1.00	
Radiant Heat		1.00	
Washer		1.00	
Dryer		1.00	
Hot Water Heaters		1.00	
Dishwasher		1.00	
Domestic Range or Oven		1.00	
Motors Not Over 1 HP		1.00	
Motors Over 1 Not Over 2 HP	1	1.50	1.50
Time Clock	2	1.00	2.00
Sign, 1 Tran. or 1 Ballast		2.00	
Each Additional Tran. or Ballast		1.00	
Sign Hookup	1	1.00	1.00
ISSUANCE OF PERMIT		2.00	
<b>TOTAL FEE</b>			<b>16.10</b>

NEW BUILDING OR ADDITION - AREA: **1000** SQ. FT. EXISTING BUILDING REMODEL AREA: **1000** SQ. FT. OCCUPANCY: **1-2** USE OF BUILDING AND SECTION OF CODE: **Suburban**

ELECTRICAL CONTRACTOR: **Alvin C. Costa, M.E.** PHONE: **545-7261**

ADDRESS: **3152 Sicily Ave.** CITY: **191359**

VALIDATION: **SEP 22-65 11 053 HAWAII 16 10**

I HAVE CAREFULLY READ THE ABOVE APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF STATE AND LOCAL LAWS GOVERNING THIS TYPE OF CONSTRUCTION WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. NO PERSON SHALL BE EMPLOYED IN VIOLATION OF THE LABOR CODE OF THE STATE OF CALIFORNIA.

SIGNATURE OF PERMITTEE: **X Alvin C. Costa** DATE: **9-21-65**

BRANCH CIRCUIT PANEL CIRCUITRY						
CIR. NO.	BRK. SIZE	WIRE SIZE	NOMENCLATURE	NO. OF OUTLET	WATTS	VAULT
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						

INSPECTION RECORD		
APPROVAL	DATE	INSPECTOR
Underground		
Conduit	10-2-65	R.P.P.
Wiring	10-3-65	R.P.P.
Ceiling Heat Cable		
Fixtures		
Service	10-8-65	R.P.P.
Final	10-18-65	R.P.P.
Utility Notified	10-12-65	R.P.P.

SINGLE PHASE SERVICE SIZE: **100** AMPS. **#1** WIRE **1/2** RIG. CONDUIT

THREE PHASE SERVICE SIZE:  3 WIRE  4 WIRE

BUILDING PERMIT NO. **11747A** SIGN PERMIT NO. VENT. HEAT, AIR COND. PERMIT NO.

PERMIT AUTHORIZED BY: **R.P.P.** DATE: **9-21-65**

1 INSPECTOR

RECORDING REQUESTED BY: 9916  
City of Garden Grove

BOOK 6009 PAGE 312

LAS-249,  
Right of Way No. 020-27,  
Project HARBOR BLVD. WIDENING,  
Westminster Boulevard  
to Chapman Avenue.

AFTER RECORDED MAIL TO:  
City Clerk, Garden Grove City Hall  
11391 Acacia  
Garden Grove, California

### EASEMENT DEED

No 775

For valuable consideration, receipt of which is hereby acknowledged, I We)

OLIVER V. INGE, a married man, as his separate property, and  
ROBERT E. INGE, a single man.

grant and convey to City of Garden Grove a perpetual easement and right of way for  
Street and Highway purposes in, on and over that real property situated in the County of ORANGE,  
State of California, described as follows:

The East 10 feet of Lot 9, Tract No. 1923,  
as shown on a map recorded in Book 54, pages  
18 and 19 of Miscellaneous Maps, records of  
said County.

Approved as to Title  
By *[Signature]*  
Title  
RIGHT OF WAY AGENT

Approved as to Description  
By *[Signature]*  
Title  
RIGHT OF WAY AGENT

THIS IS TO CERTIFY  
THAT THE CITY OF GARDEN GROVE HAS RECEIVED FROM OLIVER V. INGE, and ROBERT E. INGE  
BY DEED DATED  
JANUARY 19, 1962, TO THE CITY OF GARDEN GROVE, IS HEREBY ACCEPTED AS CITY PROPERTY OF THE CITY OF GARDEN  
GROVE ON FEBRUARY 6, 1962, AND THE GRANTEE CONSENTS TO RECORDATION HEREOF BY ITS DAILY  
AUTHORIZED OFFICER, CITY OF GARDEN GROVE  
DATED: February 6, 1962  
BY *[Signature]*  
CITY CLERK

It is understood that the grantor(s) grant only that portion of the above described land in which  
the y. ~~SEKHAM~~ has an interest.

Dated: January 19, 1962

*[Signatures of Oliver V. Inge and Robert E. Inge]*

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On January 19th, 1962  
before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared  
Oliver V. Inge and  
Robert E. Inge

This Space for County Recorder's Use Only

RECORDED AT REQUEST OF  
CITY OF GARDEN GROVE  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
FEB 14 1962  
RUBY McFARLAND, County Recorder

FREE

Witness my hand and seal of office this  
15th day of February, 1962.  
*[Signature]*  
Notary Public in and for said County and State.

END OF RECORDED DOCUMENT

3524

7510-025

Recorded at the Request of City of Garden Grove, After Recording Return to 11891 Acacia Street, Garden Grove, California.

Right of Way No. R-10-20  
Project

# EASEMENT DEED

1295

For valuable consideration, receipt of which is hereby acknowledged, (h. We)

THRE REALTY CO., a partnership, grant and convey to City of Garden Grove, a perpetual easement and right of way for Street and Highway purposes to, on and over their real property situated in the County of Orange, State of California, described as follows:

PARCEL A:  
THE WESTERLY 10 FEET OF THE EASTERLY 20 FEET OF LOT 9, TRACT NO. 1923 AS SHOWN ON MAP RECORDED IN BOOK 54, PAGES 18 AND 19 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE.

TO BE KNOWN AS HARBOR BOULEVARD.

TOGETHER WITH ANY AND ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS TO OR FROM THAT PORTION OF HARBOR BOULEVARD OVER AND ACROSS THE FOLLOWING DESCRIBED LINE:

LINE 1:  
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 9 WITH THE WESTERLY LINE OF ABOVE DESCRIBED PARCEL A; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO A POINT DISTANT NORTHERLY 15.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT.

THIS CONVEYANCE OF RIGHTS IS MADE AS A DEDICATION TO PUBLIC USE, WHILE ALL OF HARBOR BOULEVARD ADJOINING THE HEREIN GRANTOR'S PROPERTY REMAINS A PUBLIC HIGHWAY, AND FOR SUCH TIME ONLY, SO THAT THE HEREIN GRANTOR'S PROPERTY ADJOINING THE ABOVE DESCRIBED LINES DURING SUCH TIME WILL HAVE NO RIGHT OF ACCESS WHATEVER TO OR FROM SAID ADJOINING PORTION.

Approved as to Title  
By *[Signature]*  
Title

Approved as to Description  
By *[Signature]*  
Title

RECORDED AT REQUEST OF  
CITY OF GARDEN GROVE  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
9:05 AM MAY 17 1965  
J. WYLE CARLLE, County Recorder

FREE

It is understood that the grantor grant only that portion of the above described land in which he has an interest.

*[Signature]*  
THRE REALTY CO., A PARTNERSHIP

*[Signature]*  
Robert C. Dings

Dated: May 30, 1965

This Space for County Recorder's Use Only

3397 7518-AG 826

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Garden Grove, a governmental agency, is hereby accepted under authority of Resolution No. 7264564, adopted by the City Council of said City of Garden Grove on July 14, 1964, and the Grantor consents to the recordation thereof by its duly authorized officer.

Dated: May 12, 1965

By *Phyllis King*  
City Clerk

STATE OF CALIFORNIA

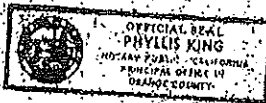
COUNTY OF ORANGE

On April 24, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared Oliver V. Ingo and Robert R. Ingo

known to me to be both of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

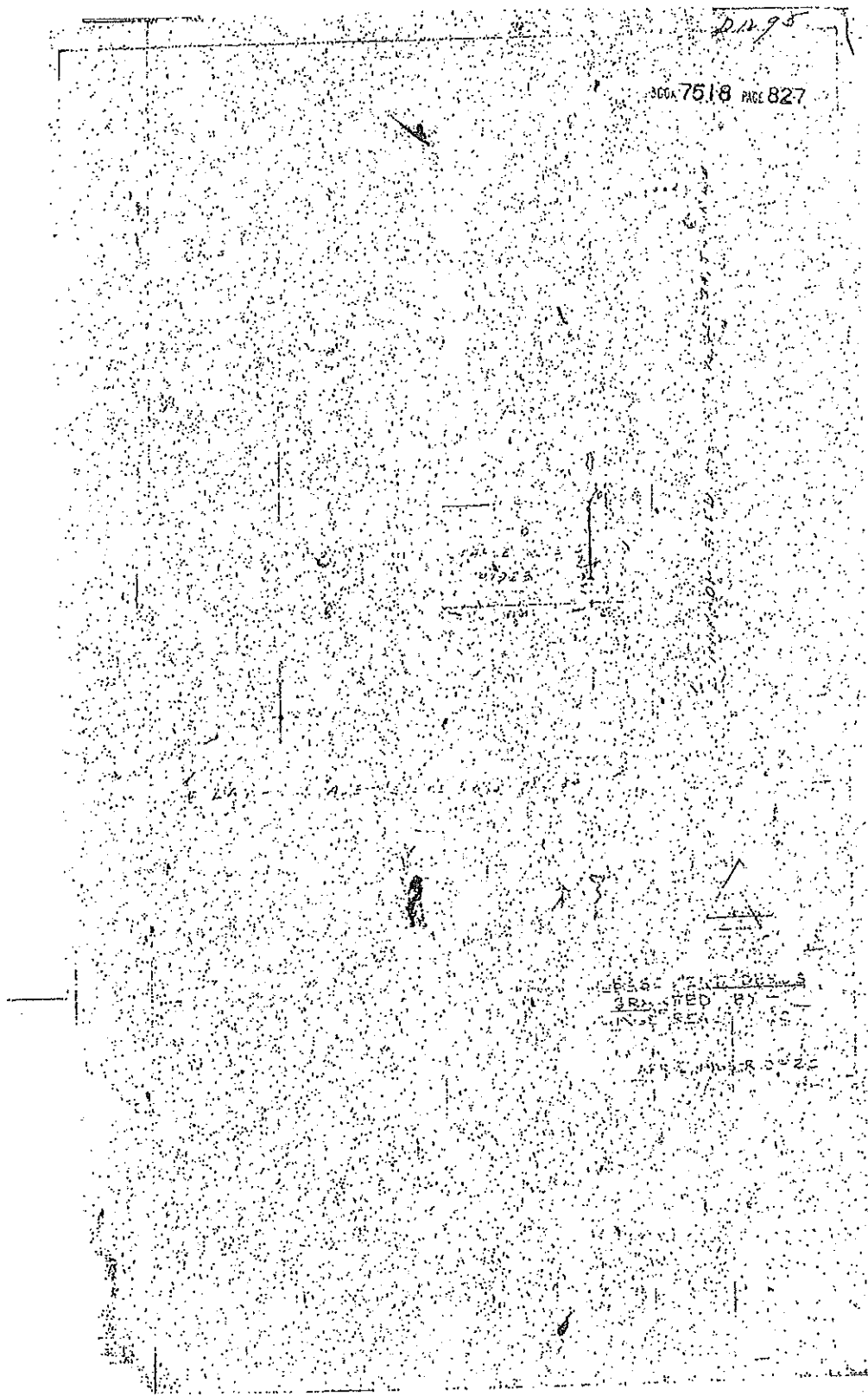
Witness my hand and official seal.

Signature *Phyllis King*

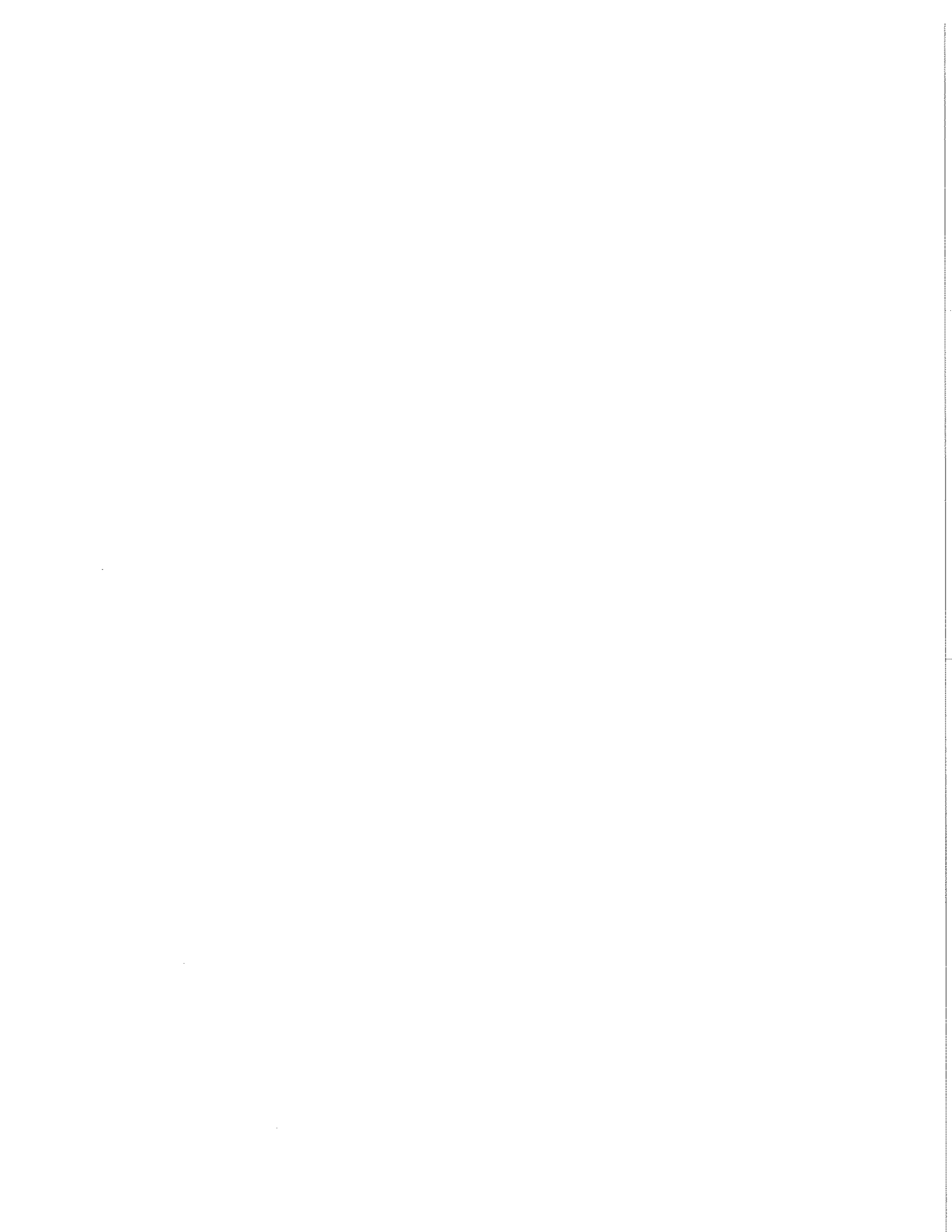


Here (Type or Print) Phyllis King

(This area for official records use)



BOOK 7518 PAGE 827





**INGE**

**12461**

**INGE REALTY CO.**  
HOUSES AND APARTMENTS  
NO FEE  
SINCE 1955  
**RENTALS**  
**(714) 638-4880**





INGE

12461

**INGE REALTY CO.**

HOUSES AND APARTMENTS  
NO FEE  
SINCE 1955

**(714) 638-4880**

**RENTALS**



05 16 2014

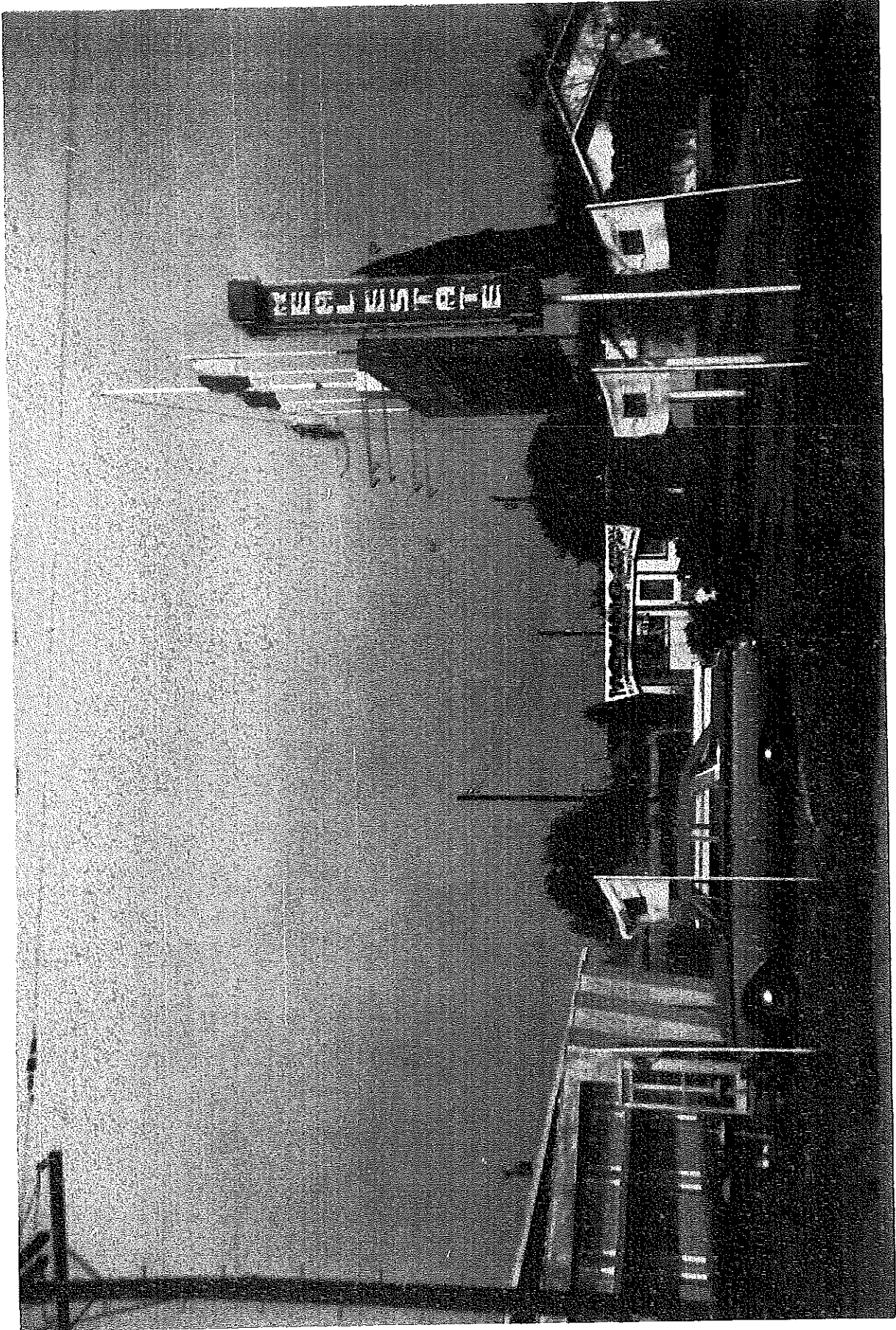








OCT • 65





1206

ESTATE  
S  
HOUSES  
APTS.

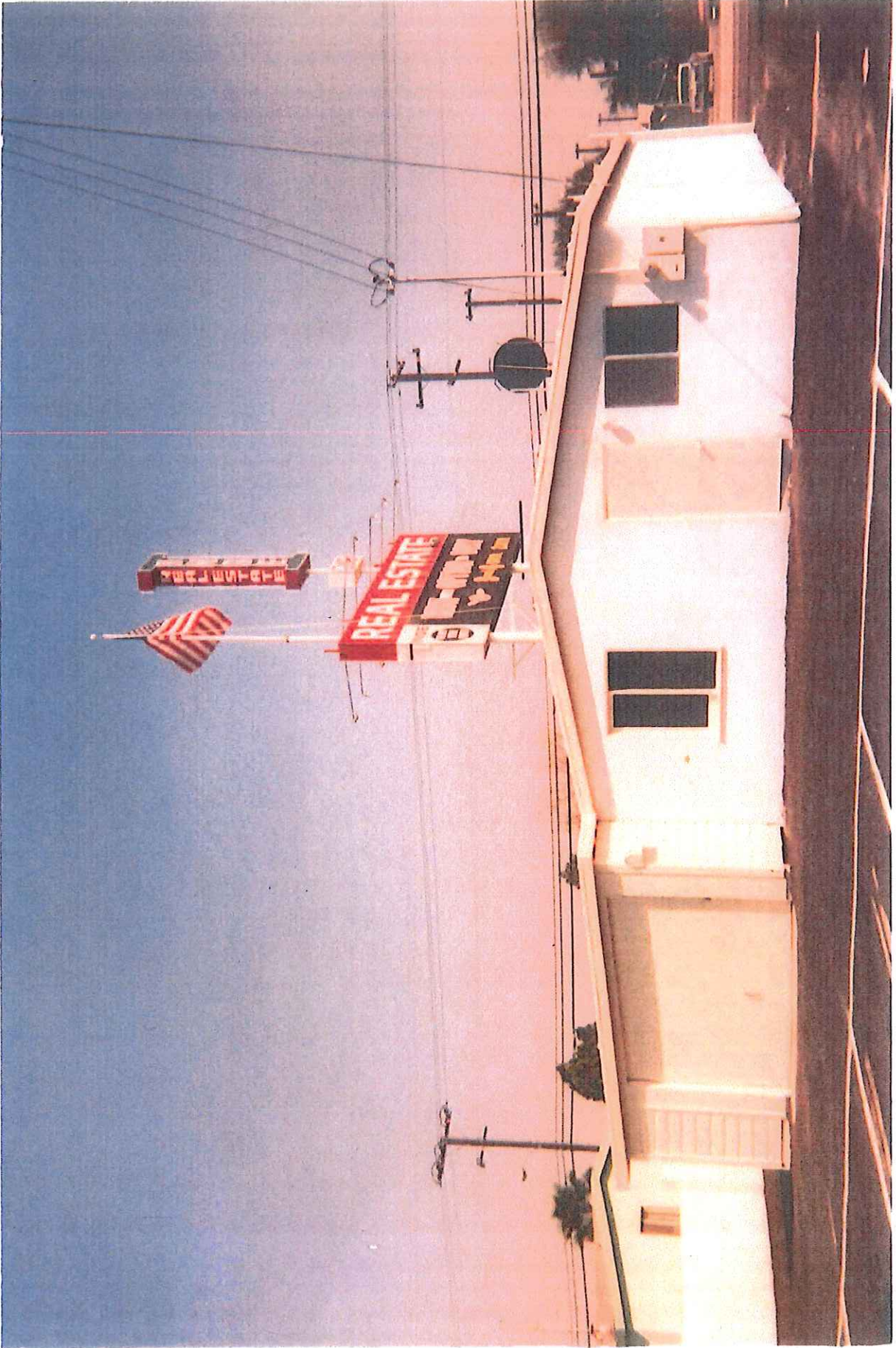
AL

NO FEE



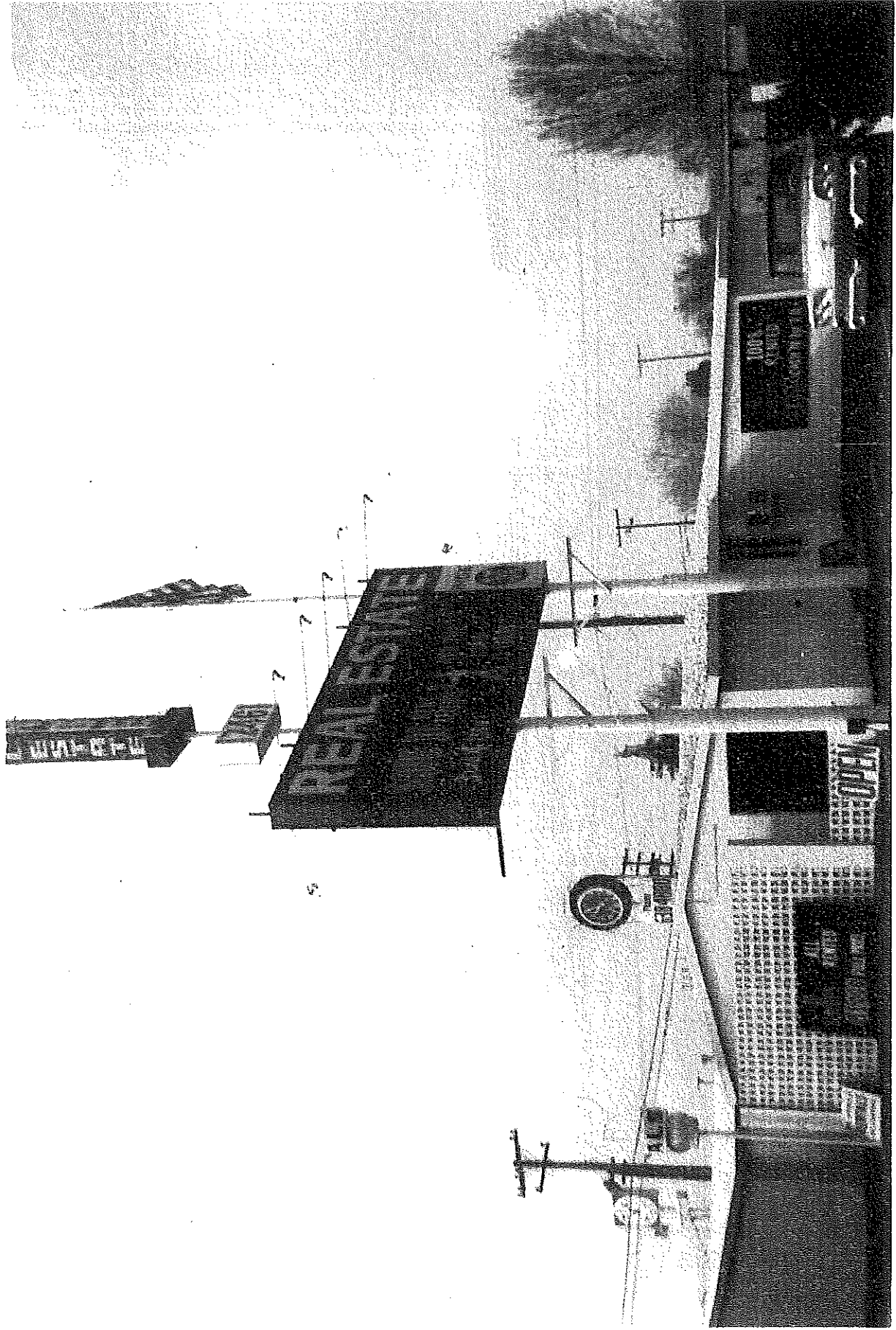








FEB • 66



THE HOME DEPOT

12461



REAL ESTATE "SINCE 1955"

**RENTALS**

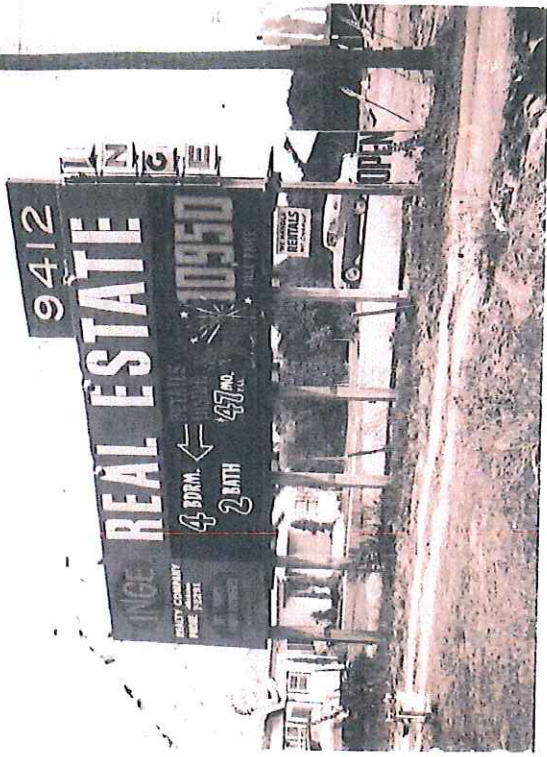
**NO FEE** • HOUSES • APTS.

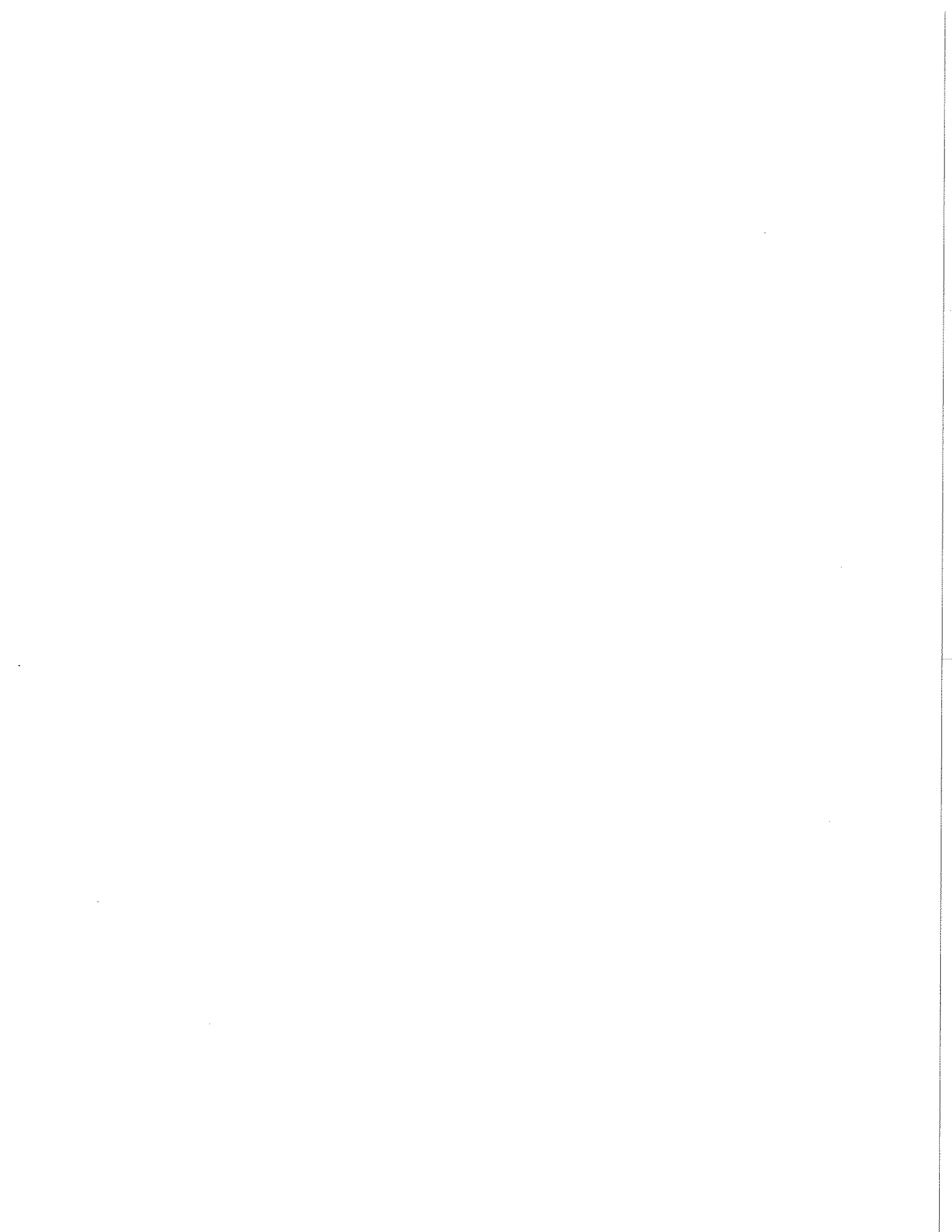






12/18/59





## REQUIRED SHOWINGS FOR A VARIANCE

1. **That there are exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property same zone or neighborhood.**

Inge is a small, family-owned, real estate business founded by brothers Robert and Oliver Inge in 1955. The company moved its operations from Anaheim, California, to 12461 Harbor Boulevard in 1965 and has operated there ever since. Since 1965, the company has identified itself on Harbor Boulevard with an approximately 40-foot, freestanding neon sign (a large letter "I" and billboard). The Inge family still owns and runs the business.

The Inge sign has been known as "the Big I in the Sky" to Inge and its clients for over 45 years. Unlike other companies within the Sign Ordinance segment along Harbor Boulevard, such as hotel chains, retail centers, drug store chains, restaurant chains, and other entities with regional and/or national branding, Inge is a "one-off" small business with *only one*, stand alone office location (at 12461 Harbor Boulevard) and the company's identity is synonymous with its unique sign at that site.

The Inge sign not only provides critical visibility for a small business, but also carries important historical significance. The sign is part of the mid-century neon sign era along Harbor Boulevard. The sign also carries significant sentimental value for the family and its history. In furtherance of preserving this historical resource, the Inge family recently commenced restoration of the sign, to occur in two phases. The first phase includes refurbishing and repainting of the sign. The second phase would restore the neon lighting and rotating feature of the sign. As of the date of this letter, the first phase of restoration is completed. Attached as Exhibit A is a historical analysis of the Inge sign, prepared by Historical Resources Group.

No other stand-alone, small business within the sign ordinance segment of Harbor Boulevard has a 40-foot sign. No other small business within the sign ordinance segment of Harbor Boulevard has relied on such a sign for over 45 years as its source of business. No other business within the Sign Ordinance zone on Harbor Boulevard has a sign of similar historical significance. The Inge sign has served as the beacon for the company in the City for almost fifty years. Such factors make the Inge Realty property exceptional and distinct from other business potentially affected by the Sign Ordinance on Harbor Boulevard.

Also unlike other companies located in the neighborhood, a small business, such as Inge, is heavily dependent on its signage to draw customers and accumulate and maintain business goodwill. A significant portion of Inge's business -- as high as 50 percent -- is or was originally derived from its signage alone. The sign affords critical visibility to Inge along both Harbor Boulevard and Lampson Avenue. Attached as Exhibit B are depictions of the sign from various vantage points along both streets.

2. **That such Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone but which is denied to the subject property.**

The Legislature enacted Business and Professions Code section 5499 in part "to protect the owner or user of an existing sign from a new signage ordinance in a situation where the topographic circumstances would make a conforming sign either materially less visible or less effective." (*Denny's, Inc. v. City of Agoura Hills, supra*, 56 Cal. App. 4th at p. 1326.)

“Topographic features” are not limited to natural features. The term “embraces man-made features as well as the land’s natural contours” and “any material visual impairment.” (*Ibid.*)

In this case, the visual impacts of replacing a 40-foot sign with a six-and-a-half-foot monument sign which is indistinguishable from hundreds of other uniform signs planned under the Sign Ordinance are evident on their face. Inge has relied on its sign’s visibility since 1965. As the photographic exhibits demonstrate, the sign is visible for considerable distances up and down Harbor Boulevard. As noted, a significant portion of Inge’s business -- as high as 50 percent -- is or was originally derived from its signage alone. The sign affords critical visibility to Inge along both Harbor Boulevard and Lampson Avenue. Eliminating the Inge sign and replacing it with a short monument sign exactly similar to hundreds of other cookie-cutter monument signs planned for Harbor will materially impact the visibility of the Inge sign in violation of section 5499 and may lead to diminution in value of the property, loss of use, loss of income, and loss of business goodwill.

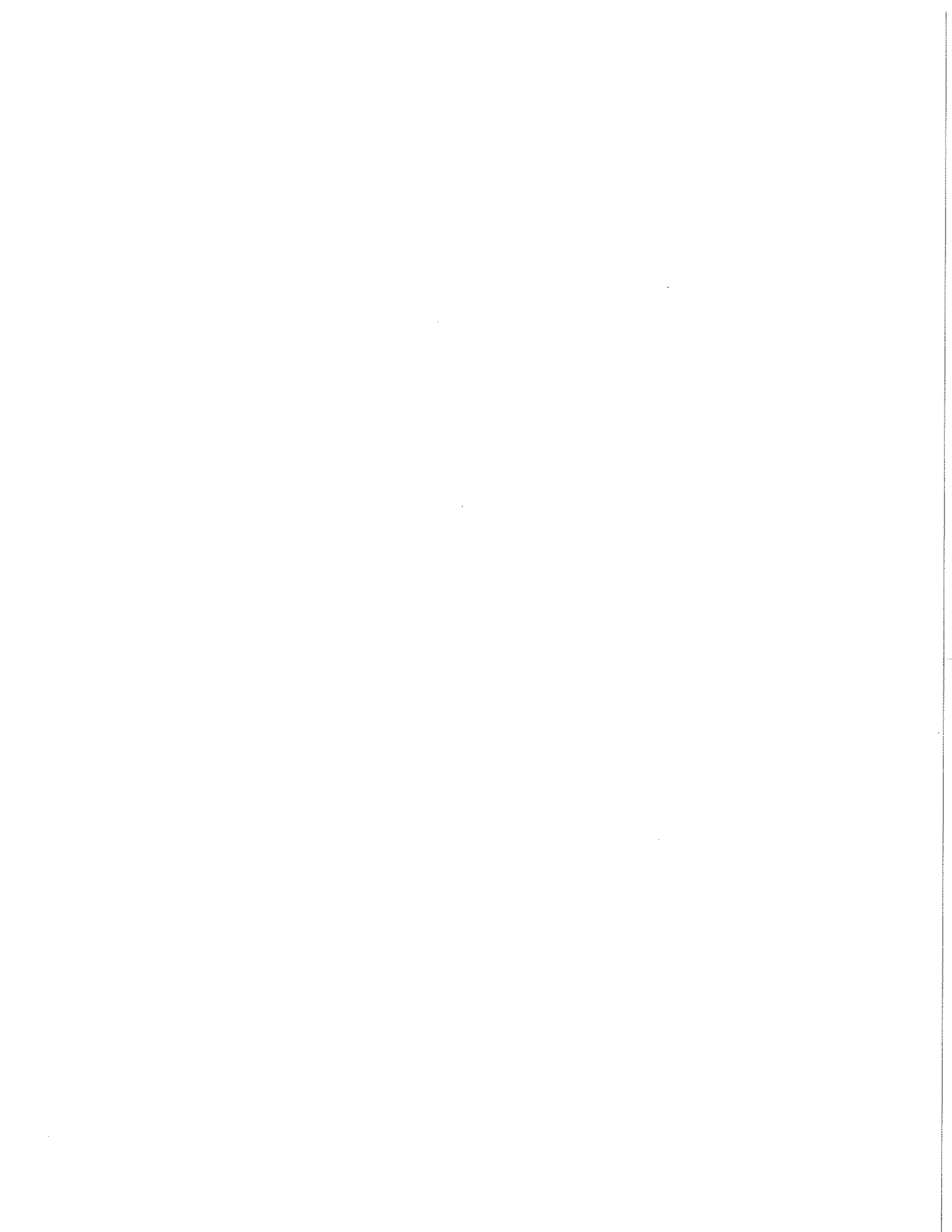
**3. That the granting of a Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or neighborhood in which the property is located.**

Granting a variance from the sign ordinance will not result in any new development or appurtenance on Harbor Boulevard. It merely will serve to maintain the status quo of some 49 years. It therefore will not introduce any new impact to Harbor Boulevard. Because the sign has unique historical value it would only serve to enhance the character of the retail uses along Harbor Boulevard by maintaining a feature of Harbor Boulevard’s mid-century heritage. Finally, no other uses similar to Inge Realty exist in the area at issue; granting the variance therefore cannot result in an unfair competitive advantage among similar retail uses.

**4. That the granting of such variance will not adversely affect the City’s General Plan.**

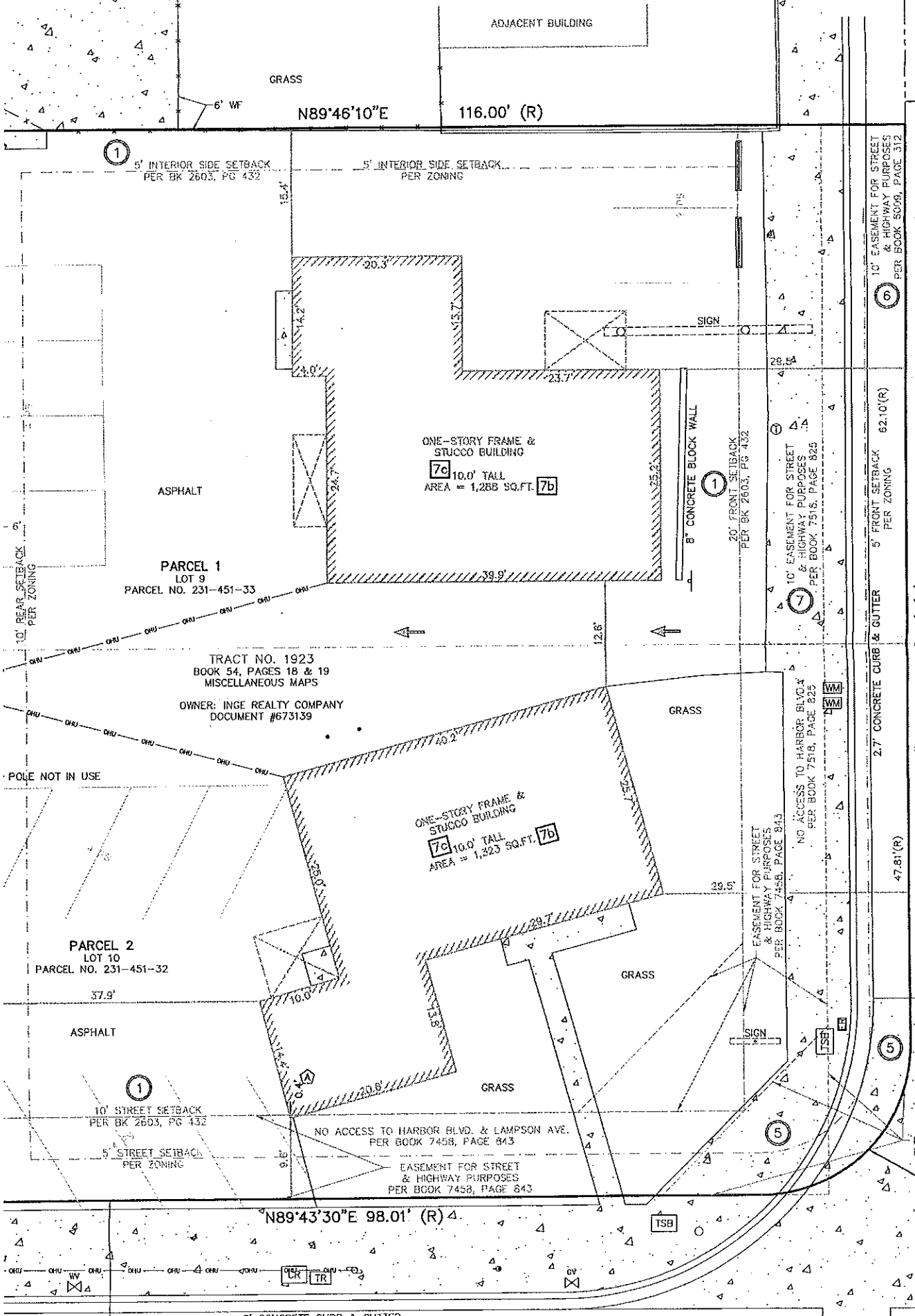
As noted above, granting a variance from the sign ordinance will not result in any new development or appurtenance on Harbor Boulevard. It merely will serve to maintain the status quo of some 49 years. Nor will maintaining the Inge sign *in situ* conflict with any of the goals or policies of the City General Plan. To the contrary, it will further Goal CON -7 of the General Plan, which states that “significant historical, architectural, archaeological, and cultural value resources *shall be* preserved and protected.” (Garden Grove General Plan 2030, Ch. 10, p. 10-10, emphasis added.) Additionally, it will advance Policy CON 7.1 (“Preserve and protect Garden Grove’s significant historical, archaeological and cultural value resources”) and CON. 7.2 (“Preserve Garden Grove’s significant historic resources to promote community identity, stability, and aesthetic character, which foster preservation of historic resources in Garden Grove”). (*Ibid.*) Finally, a grating of a variance in this instances will further the goals of General Plan CON-IMP-7B, which promotes development of “appropriate zoning and land development guidelines in order to protect historic resources from incompatible development.” (*Ibid.*)

Inge Realty reserves the right to supplement the arguments and evidence presented herein.





LOT 8  
OWNER: INGE REALTY COMPANY  
PARCEL NO. 231-451-34  
DOCUMENT# 635970



5' INTERIOR SIDE SETBACK  
PER BK 2603, PG 432

5' INTERIOR SIDE SETBACK  
PER ZONING

PARCEL 1  
LOT 9  
PARCEL NO. 231-451-33

TRACT NO. 1923  
BOOK 54, PAGES 18 & 19  
MISCELLANEOUS MAPS

OWNER: INGE REALTY COMPANY  
DOCUMENT #673139

PARCEL 2  
LOT 10  
PARCEL NO. 231-451-32

10' STREET SETBACK  
PER BK 2603, PG 432

5' STREET SETBACK  
PER ZONING

N89°43'30"E 98.01' (R)

2' CONCRETE CURB & GUTTER

ADJACENT BUILDING

GRASS

ASPHALT

ONE-STORY FRAME &  
STUCCO BUILDING  
7c 10.0' TALL  
AREA = 1,288 SQ.FT. 7b

ONE-STORY FRAME &  
STUCCO BUILDING  
7c 10.0' TALL  
AREA = 1,323 SQ.FT. 7b

GRASS

GRASS

GRASS

SIGN

20' FRONT SETBACK  
PER BK 2603, PG 432

10' EASEMENT FOR STREET  
& HIGHWAY PURPOSES  
PER BOOK 7518, PAGE 825

NO ACCESS TO HARBOR BLVD.  
& LAMPSON AVE.  
PER BOOK 7458, PAGE 843

EASEMENT FOR STREET  
& HIGHWAY PURPOSES  
PER BOOK 7458, PAGE 843

10' EASEMENT FOR STREET  
& HIGHWAY PURPOSES  
PER BOOK 5009, PAGE 312

5' FRONT SETBACK  
PER ZONING

2.7' CONCRETE CURB & GUTTER

47.81' (R)

30.0'

WV TR

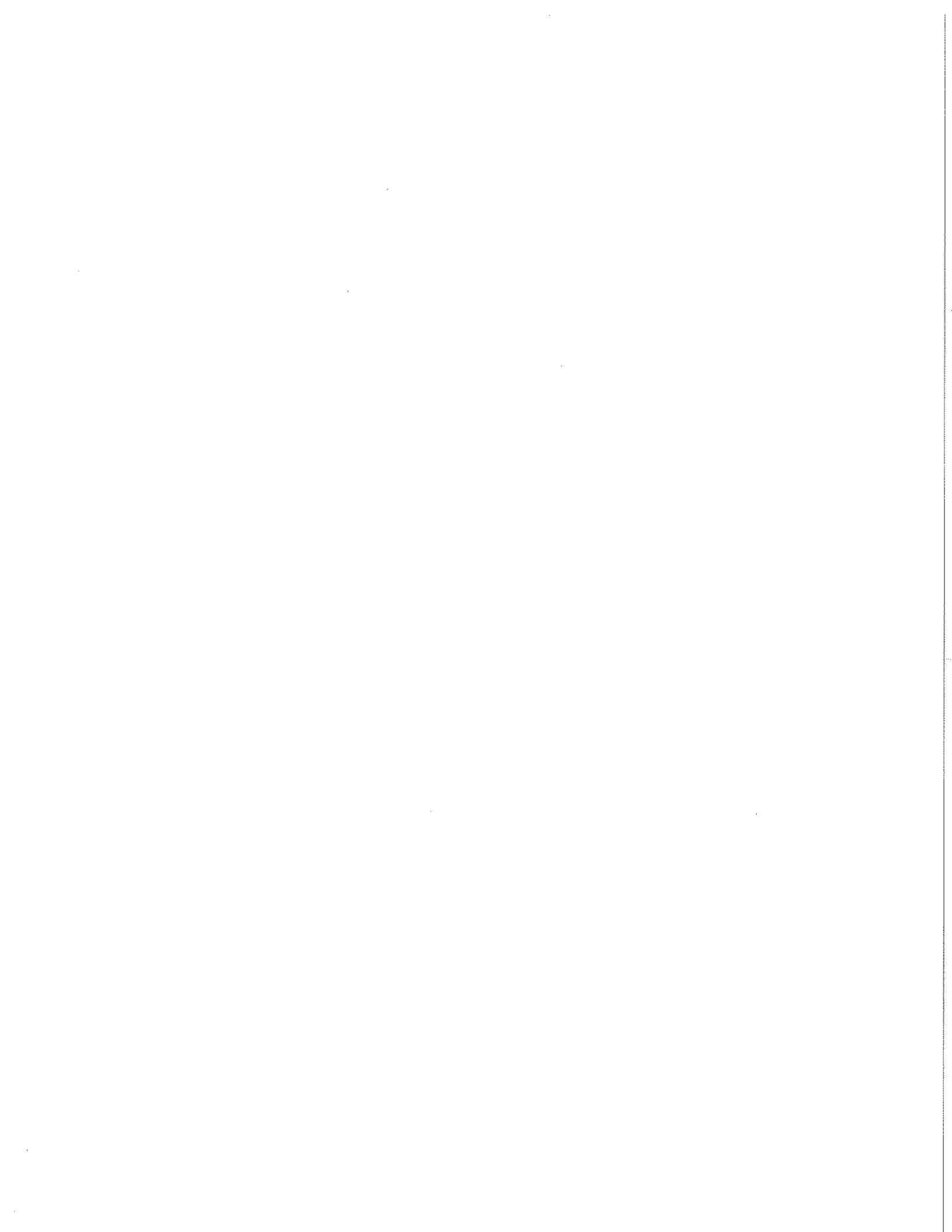
TSB

SIGN

SIGN

TSB







Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00021621-994-X59

Escrow/Customer Phone: (213) 488-4300

Newmeyer & Dillion, LLP  
895 Dove Street, 5th Floor  
Newport Beach, CA 92660  
ATTN: Michael W. Shonafelt  
Email: Michael.Shonafelt@ndlf.com  
Ref: Inge Realty

Title Officer: **Karl Daly**  
Title Officer Phone: (213) 612-4157  
Title Officer Fax: (213) 488-4385  
Title Officer Email: karl.daly@ctt.com

PROPERTY: 12451 & 12471 HARBOR BLVD., GARDEN GROVE, CA

**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

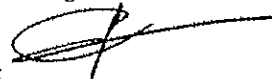
*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.*

*Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.*

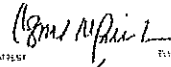
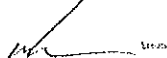
*It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.*

Countersigned:



By: \_\_\_\_\_  
Authorized Signature



By:   
ATTEST  


**PRELIMINARY REPORT**  
**SCHEDULE A**

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**EFFECTIVE DATE:** March 7, 2014 at 7:30 a.m.

The form of policy or policies of title insurance contemplated by this report is:

**No Policy Issued**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**Inge Realty Company, a California limited partnership**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

**EXHIBIT A**

**LEGAL DESCRIPTION**

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

PARCEL 1:

LOT 9 OF TRACT NO. 1923, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 54 PAGES 18 AND 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 10 OF TRACT NO. 1923, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 54 PAGES 18 AND 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## SCHEDULE B EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.: 231-451-33  
Fiscal Year: 2013-2014  
1st Installment: \$483.37, paid.  
2nd Installment: \$483.37, Unpaid (Delinquent after April 10)  
Penalty and Cost: \$71.33  
Homeowners Exemption: \$-None-  
Code Area: 18156

Affects: Lot 9

C. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.: 231-451-32  
Fiscal Year: 2013-2014  
1st Installment: \$1,692.36, paid.  
2nd Installment: \$1,692.36, Unpaid (Delinquent after April 10)  
Penalty and Cost: \$192.23  
Homeowners Exemption: \$-None-  
Code Area: 18156

Affects: Lot 10

D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: in Book 2603 Page 432, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

2. An easement or other rights for the purpose shown below and rights incidental thereto as set forth in the document above mentioned.

Purpose: installation and maintenance of utilities, and drainage facilities  
Affects: The rear 6 feet of said land.

**SCHEDULE B – EXCEPTIONS**  
**(Continued)**

3. The fact that the ownership of said lot does not include any vehicular rights of ingress and egress to or from Harbor Boulevard, said rights having been relinquished to the County of Orange, State of California, by indorsement on the map of said Tract No. 1923, and that no driveway shall enter from Harbor Boulevard and the prohibition of all rights of vehicular ingress and egress from Harbor boulevard to said lot, as contained in the Declaration of Restrictions hereinbefore mentioned
  
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: electric lines  
Recording Date: December 3, 1953  
Recording No: in Book 2626 Page 192, of Official Records  
Affects: Within 2 feet of the West line of said land.  
  
Reference is hereby made to said document for full particulars.
  
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: perpetual easement and right of way for street and highway  
Recording Date: February 7, 1962  
Recording No: in Book 6002 Page 315, of Official Records  
Affects: A portion of Lot 10, more particularly described therein.  
  
Reference is hereby made to said document for full particulars.
  
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: perpetual easement and right of way for street and highway  
Recording Date: February 14, 1962  
Recording No: in Book 6009 Page 312, of Official Records  
Affects: The East 10 feet of Lot 9.
  
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
Purpose: perpetual easement and right of way for street and highway  
Recording Date: May 13, 1965  
Recording No: in Book 7518 Page 825, of Official Records  
Affects: A portion of Lot 9, more particularly described therein.  
  
Reference is hereby made to said document for full particulars.
  
8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
  
9. Water rights, claims or title to water, whether or not disclosed by the public records.
  
10. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

**SCHEDULE B – EXCEPTIONS**  
(Continued)

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require that a full copy of any unrecorded lease referred to herein be furnished to the Company, together with all supplements, assignments and amendments for review.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**END OF ITEMS**

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## NOTES

- Note No. 1: Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation regulates the disbursement of funds deposited with any title entity acting in an escrow or sub-escrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or sub-escrow account prior to disbursement of any funds. Some methods of funding may be subject to a holding period, which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done via wire transfer. Funds deposited with the Company via wire transfer may be disbursed upon receipt. Funds deposited by cashiers checks, certified checks, and teller's checks is one business day after the day deposited. Other checks may require hold periods from two to five business days after the day deposited, and may delay your closing. The Company may receive benefits from such banks based upon the balances in such accounts. Such benefits will be retained by the Company as part of its compensation for handling such funds.
- Note No. 2: The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.
- Note No. 3: California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained, and as amended.
- Note No. 4: Your application for title insurance was placed by reference to a street address or assessor's parcel number. Based upon our records, we believe that the description in this report covers the parcel that you requested.
- To prevent errors, we require written confirmation that the legal description contained herein covers the parcel that you requested.
- Note No. 5: The plat, (map), which is attached to this report, is to assist you in locating land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.
- Note No. 6: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note No. 7: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
- Note No. 8: Acceptance of the offer to insure provided for in this preliminary report constitutes the proposed insured's agreement that the sole and only liability of the company (and the title insurer) related to their actions in recording the documents provided to it for the closing of the contemplated transaction and the disbursing of funds acting in the function of a subescrow shall be that contained in the policy of title insurance that is to be issued by the company. The proposed insured understands and agrees that neither the underwritten company nor the title insurance company can guarantee or represent the condition or status of title or any physical condition existant with respect to real property. It is understood that no writing or instruction inconsistent with this understanding will have any force or effect or impose any liability against the underwritten company or the title insure in the contemplated transaction.



**NOTES**  
**(Continued)**

Note No. 9: Before issuing its policy of title insurance, the Company will require the following for the below-named limited partnership:

Name: **Inge Realty Company, a California limited partnership**

Certificate of Limited Partnership filed with the Secretary of State, in compliance with the provisions of the California Revised Limited Partnership Act, Section 15611 et. seq., Corporations Code.  
Certified Copy of the Certificate of Limited Partnership certified by the Secretary of State filed with the County Recorder.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

Note No. 10: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land are commercial structures, known as 12461 and 12471 Harbor Boulevard, in the City of Garden Grove, County of Orange, State of California, to an Extended Coverage Loan Policy.

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**END OF NOTES**

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Karl Daly/od

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### Additional Ways Information is Collected Through the Website

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on

subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your

prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children -- or others -- in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### **Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354

[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

**FNF Underwritten Title Company**  
CTC - Chicago Title Company

**FNF Underwriter**  
CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)**

Eligible customers shall receive \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

#### **DISASTER LOANS (CTIC)**

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (CTC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provided the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

Effective through November 1, 2014

## Request for \$20.00 Discount – CA Settlement

*Use one form for each qualifying property.*

To:	Chicago Title Company, 725 South Figueroa Street, Suite 200, Los Angeles, CA 90017
Date:	
From: (name)	
Current Address:	
	I believe that I am qualified for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs. I have not previously received a cash payment or a discount from another Company on the property described below: Signed: _____ Date: _____
Address of qualifying property:	
Approximate date of transaction	

### THIS SECTION IS FOR COMPANY USE ONLY.

- The above referenced party is entitled to receive a \$20.00 discount on escrow services or title insurance pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs.

**OR**

- The above referenced party does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the following reason:
- The party has previously received credit for the transaction described above.
  - The transaction described above did not occur in the time period allowed by the stipulated judgments—May 19, 1995 to November 1, 2002.

Fax this response to:

Escrow No.:	00021621-994-X59
Escrow Officer:	
Fax Number:	

**ATTACHMENT ONE (Revised 06-03-11)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;



- c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- \* land use
- \* improvements on the land
- \* land division
- \* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- \* a notice of exercising the right appears in the public records
- \* on the Policy Date
- \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- \* that are created, allowed, or agreed to by you
- \* that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- \* that result in no loss to you
- \* that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- \* to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- \* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

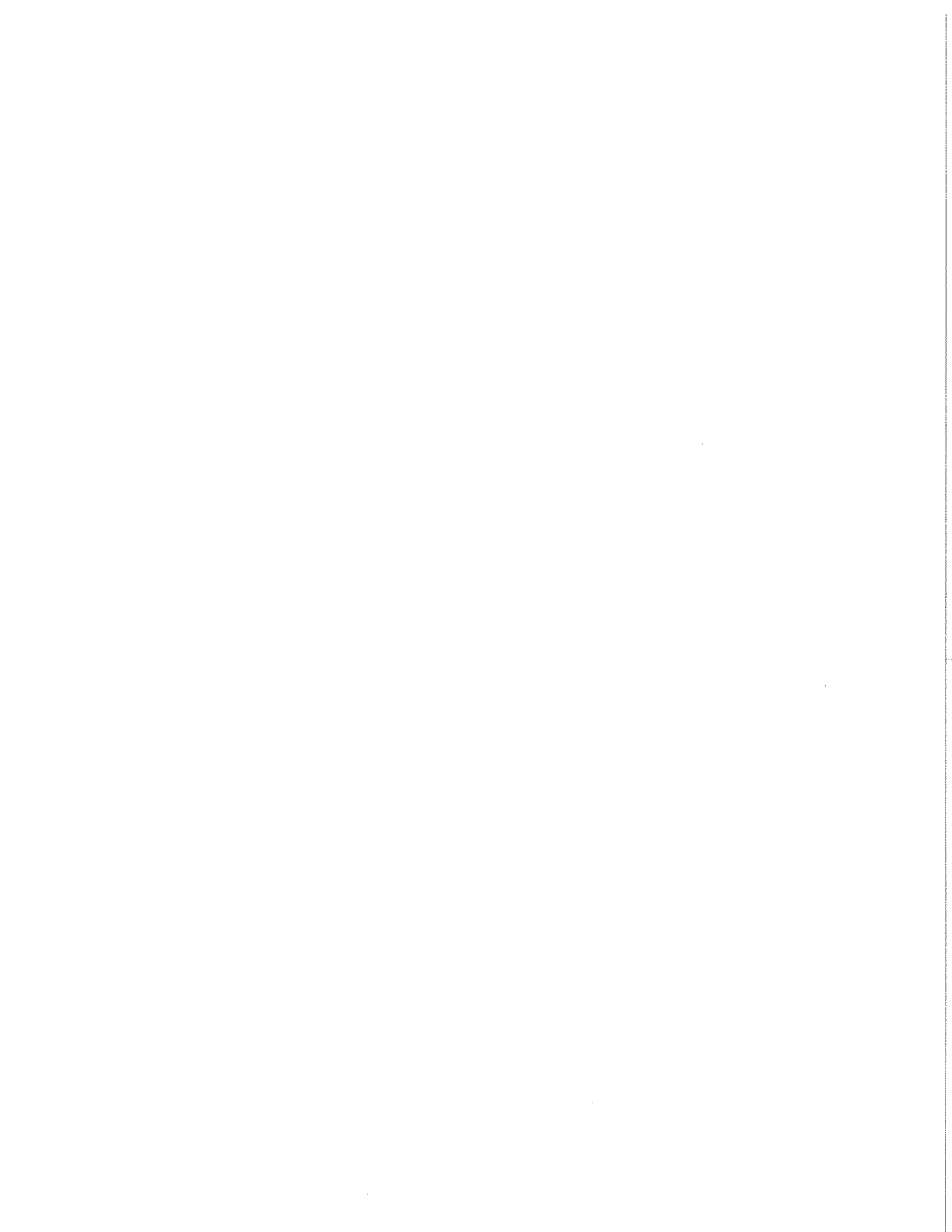
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

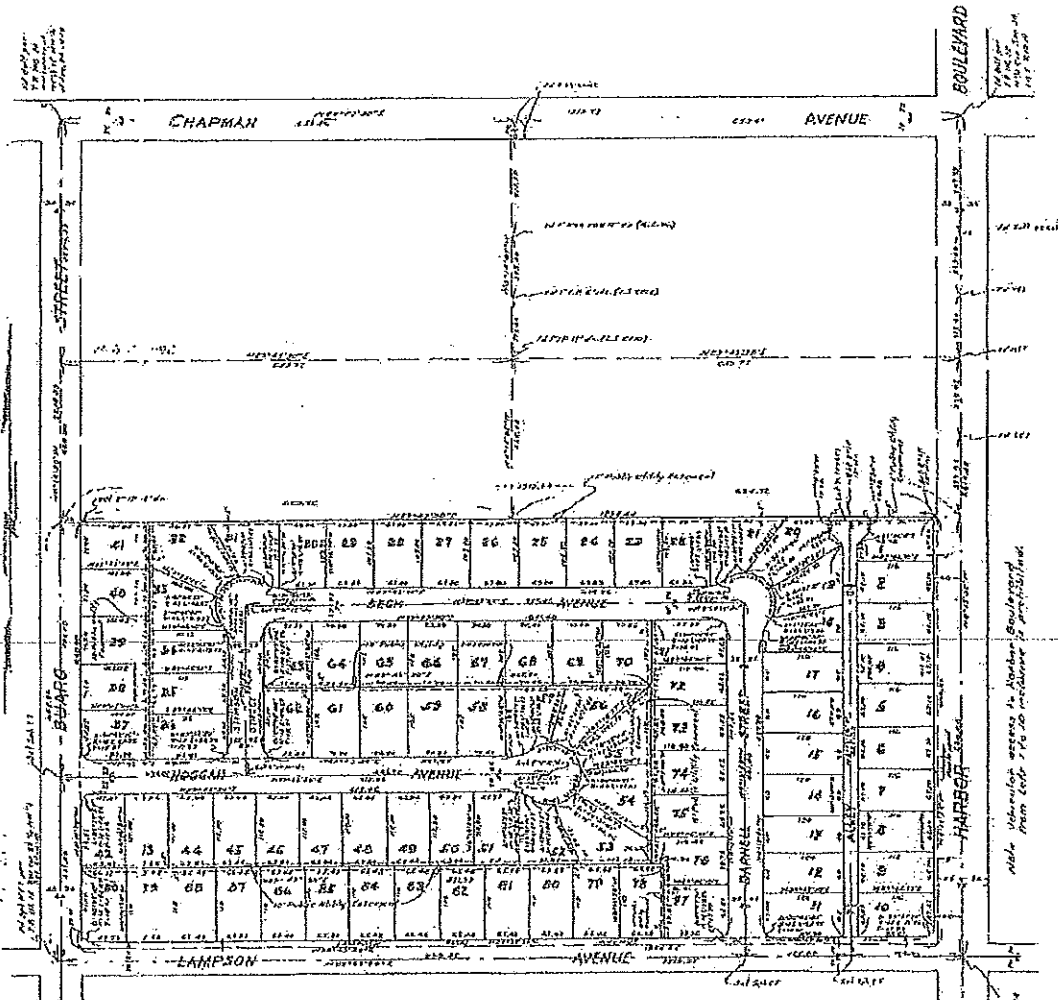
# ATTACHMENT 2



Duplicate

SHEET 2 OF 2 SHEETS

**TRACT NO. 1923**  
 IN UNINCORPORATED TERRITORY  
 OF ORANGE COUNTY, CALIFORNIA  
 SEPTEMBER 1953 SCALE 1"=100'



Note: The bearing and distance of the center line of  
 Chapman Avenue as shown on map of R.S. 13-43  
 was taken as the basis of bearings shown herein.

Note: Wells capped & set at all lot  
 corners unless otherwise noted.

*No Map  
 Count*

AS TO  
 75712  
**ACCEPTED  
 & HD  
 FILED**  
 Oct 27 1953  
 Orange, Cal. Clerk S.B.  
 COUNTY CLERK  
 OF ORANGE COUNTY, CALIFORNIA

# TRACT NO. 1923

IN UNINCORPORATED TERRITORY  
OF ORANGE COUNTY, CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE SOUTH  
HALF OF THE SOUTHEAST QUARTER OF THE NORTH-  
WEST QUARTER OF SECTION 34 TOWNSHIP 4 SOUTH  
RANGE 10 WEST S.B.B. & M.

SEPTEMBER 1953

SCALE 1"=100'

We, the undersigned, being all parties having any record title or interest in the land covered by this map, do hereby consent to the preparation and execution of this map of plans within the colored boundary line, and we hereby offer for the sections Block Avenue, Maggan Avenue, Division Street, Division Street, and men houses, Block Boulevard, and Alley, as shown on said map, for public use for highway purposes. We also hereby relinquish to the County of Orange, State of California, all rights of subdivision ingress and egress to the lands shown on this map to be shown.

We also hereby offer for dedication to the public use for highway purposes, and dedication to become effective in a public way, being an extension thereof, a special use adjoining property, Block Boulevard and Alley.

State of California ) ss.  
County of Orange ) ss.  
On this 21 day of October 1953 before me, Thomas J. Smith, a Notary Public in and for said State and County, personally appeared L. H. Ficker, known to me to be the President and Ed. W. Barrett, known to me to be the Secretary of the Bear House and Gardens, Inc. The Corporation that executed the within instrument and known to me to be the persons who are also the within instrument on behalf of the Corporation. Their names are acknowledged to me that such Corporation executed same.

I, Ed. W. Barrett, do hereby certify that I am a Licensed Land Surveyor (C-15342) of the State of California, that this map consisting of two sheets, correctly represents a true and accurate survey made under my direction August 1953, that the same comply with all the characteristics and provisions of the conditions and covenants and the said map is sufficient to enable the survey to be made.

I, Ed. W. Barrett, County Surveyor of Orange County, California, do hereby certify that this map and have caused it to be submitted to the same as the final map as filed, amended, and approved by the Orange County Planning Commission; that all provisions of the Subdivision Map Act and Orange County subdivision regulations have been complied with, and I am satisfied that said map is technically correct.

State of California ) ss.  
County of Orange ) ss.  
I, Paul J. Smith, County Clerk of said County of Orange, do hereby certify that this map was presented for approval to the Board of Supervisors of said County of Orange at a regular meeting thereof held on the 17 day of October, 1953 and that the same was approved and by an order of the Board and entered, approved said map and did accept on behalf of the public the offer of dedication of Block Avenue, Maggan Avenue, Division Street, Block Boulevard, and Alley.

I, Paul J. Smith, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, do hereby certify to the County Recorder of Orange County that the provisions of the Subdivision Map Act have been complied with regarding deposits to secure the payment of taxes and assessments on the land covered by this map.

State of California ) ss.  
County of Orange ) ss.  
I, L. H. Ficker, County Auditor of said County of Orange, do hereby certify that, according to the records of my office, there are no liens against the land shown on this map, or any part thereof, for unpaid taxes or special assessments, including net taxes, except taxes and special assessments collected or to be collected and payable.

ACCEPTED  
AND  
FILED  
OCT 27 1953  
COUNTY CLERK  
ORANGE COUNTY, CALIFORNIA

Councilman Ballard moved, seconded by Councilman Knoeller, that contract for Construction of Water Mains in Havenwood Drive to Verano Street, Project No. 415-503-562-174, be awarded to Amick Construction Co. based on low bid of \$4,698, 80, and that the Mayor and City Clerk be authorized to sign contracts after bonds have been posted. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: HONOLD, RAINWATERS.

PUBLIC HEARING - A-118-64

A-118-64, initiated by G. W. Brolley, et al, requesting rezoning from R-1 to C-1 or more restrictive zone on various lots fronting on the west side of Harbor Boulevard between Lampson and Twintree Avenues. Said properties extend in depth approximately 156 feet westerly from the centerline of Harbor Boulevard.

The City Planning Commission, pursuant to Resolution No. 1692, recommended approval of A-118-64 on July 9, 1964.

Pursuant to legal notice published July 24, 1964, a public hearing on the case was ordered by the City Council to be held this date.

The Mayor declared the public hearing opened and asked if anyone wished to address the Council on the matter.

Mr. G. W. Brolley appeared before the Council as applicant and stated he had nothing further to add to his application. He requested it be approved as recommended.

There being no further response from the audience, with the consent of the Council the Mayor declared the public hearing closed.

Councilman Knoeller moved, seconded by Councilman Ballard, that the Council does declare its intention to approve A-118-64 pursuant to Planning Commission Resolution No. 1692, and does hereby direct the City Attorney to prepare Council Resolution of Intention to approve A-118-64. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: HONOLD, RAINWATERS

PUBLIC HEARING - SITE PLAN AMENDMENT 127-64

7/16

Site Plan Amendment 127-64, initiated by Bernard E. Jones, requesting rezoning from R-1 to R-3 or more restrictive zone on property located on the south side of Trask Avenue between approximately 1,320 feet and 1,485 feet westerly from the centerline of Clinton Avenue and extending in depth for approximately 200 feet southerly from the centerline of Trask Avenue, all as shown on Site Plan 127-64.

The City Planning Commission, pursuant to Resolution No. 1693, recommended approval of SPA 127-64 on July 9, 1964.

Pursuant to legal notice published July 24, 1964, a public hearing on the case was ordered by the City Council to be held this date.

The Mayor declared the public hearing opened and asked if anyone wished to address the Council on the matter.



AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: HONOLD

GRANT DEED, RIGHT OF WAY AGREEMENT, AND DISBURSEMENT OF FUNDS  
 #84

It was moved by Councilman Rainwaters, seconded by Councilman Knoeller and unanimously carried, that Easement Grant Deed for W. Ray Henderson, et ux, property be accepted, that Right of Way Agreement for said property in connection with Project 053, parcel 1, be approved and the Mayor Pro Tempore and Deputy City Clerk be authorized to execute said agreement, and that the Finance Division be authorized to draw warrant in the amount of \$3,935. when appropriate to do so.

RESOLUTION NO. 2786-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE A-118-64. After the reading of the title in full, Councilman Ballard moved, seconded by Councilman Rainwaters, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: HONOLD

RESOLUTION NO. 2787-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE SITE PLAN AMENDMENT 127-64. After the reading of the title in full, Councilman Knoeller moved, seconded by Councilman Ballard, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: HONOLD

RESOLUTION NO. 2788-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE REDUCING WATER ASSESSMENT FOR ALLEN PROPERTY ON THE SOUTH SIDE OF ACACIA STREET, WESTERLY OF BROOKHURST WAY. After the reading of the title in full, Councilman Ballard moved, seconded by Councilman Knoeller, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: HONOLD

RESOLUTION NO. 2789-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE SITE PLAN AMENDMENT 136-64. After the reading of the title in full, Councilman Rainwaters moved, seconded by Councilman Knoeller, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: HONOLD

ORDINANCE NO. 754 was presented for second reading, being an ordinance amending Article VIII of the Municipal Code to permit directional signs

RESOLUTION NO. 2786-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE A-118-64

WHEREAS, A-118-64 requests rezoning from R-1 to C-1 or more restrictive zone on various lots fronting on the west side of Harbor Boulevard between Lampson and Twintree Avenues and extending in depth for approximately 166 feet westerly from the centerline of Harbor Boulevard; and

WHEREAS, the City Planning Commission, pursuant to its Resolution No. 1692, recommended approval of A-118-64 on July 9, 1964; and

WHEREAS, the City Council held a public hearing on this matter on August 4, 1964, and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council gave due and careful consideration to this zone change,

---

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the City Council of the City of Garden Grove does hereby declare its intention to approve A-118-64, pursuant to Planning Commission Resolution No. 1692, a copy of which is attached hereto and made a part hereof with the same force and effect as if fully set forth herein, if the deficiencies set forth in said Planning Commission Resolution No. 1692 have been eliminated within one (1) year from the date of this Resolution.

That the City Attorney is hereby directed to prepare the necessary Ordinance to incorporate this amendment in the Municipal Code when he has been advised by the City Administrator that it is in order to proceed and that all deficiencies have been eliminated.

That the City Clerk is hereby directed to forward copies of this Resolution to all pertinent parties.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE  
CITY OF GARDEN GROVE this 11th day of August, 1964, by the following  
vote, to wit:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS

NOES: COUNCILMEN: NONE

ABSENT: COUNCILMEN: HONOLD

KATHRYN L. BARR *Kathryn L. Barr*  
VICE-MAYOR OF THE CITY OF GARDEN GROVE

ATTEST:

GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

*Ruby K. Silva*  
BY: RUBY K. SILVA  
DEPUTY CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS:  
CITY OF GARDEN GROVE )

I, GWEN WIESNER, City Clerk of Garden Grove, do hereby certify that  
the foregoing Resolution was introduced and adopted at a regular meeting of the  
City Council of Garden Grove held August 11, 1964.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Garden Grove this 11th day of August, 1964.

GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

*Ruby K. Silva*  
BY: RUBY K. SILVA  
DEPUTY CITY CLERK

RESOLUTION NO. 1692

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF GARDEN GROVE APPROVING  
ZONE RECLASSIFICATION NO. A-118-64.

WHEREAS, in the matter of Zone Reclassification No. A-118-64, the Planning Commission of the City of Garden Grove does report as follows:

1. Subject case was initiated by George W. Broiley, as applicant.
2. The applicant requests rezoning from R-1 to C-1 or a more restrictive zone on various lots fronting on the west side of Harbor Boulevard between Lampson Avenue and Twintree Avenue. Said properties extend in depth approximately 166 feet westerly from the centerline of Harbor Boulevard.
3. The subject property is presently zoned R-1 and is improved with single-family dwellings.
4. Existing land use and zoning of property in the vicinity of the subject property is as follows:
  - a. North: Zoned C-1 and is improved with a service station.
  - b. South: Zoned C-2 and is improved with a service station.
  - c. East: Zoned O-P and R-1 and is improved with single-family dwellings.
  - d. West: Zoned R-1 and is improved with single-family dwellings.
5. Past cases affecting the subject property include:
  - a. A-107-58, rezoning from R-1 to C-1 property located northeast of the subject property on the southeast corner of Harbor Boulevard and Twintree Avenue, was approved by the City Council on April 8, 1958.
  - b. A-145-58, rezoning from R-1 to C-1 several lots located north of the subject property on the west side of Harbor Boulevard north of Twintree Avenue, was approved by the City Council on August 5, 1958.
  - c. A-122-59, rezoning from R-1 to C-1 property located contiguous to the subject property's northerly extremity, was approved by the City Council on May 26, 1959.
  - d. A-144-61, rezoning from R-1 to C-2 property located southeast of the subject property on the east side of Harbor Boulevard south of Lampson Avenue, was approved by the City Council on January 9, 1962.
6. Although there are 10 parcels in the tier of lots between Twintree and Lampson Avenues, rezoning is requested on eight of the lots as one parcel is in litigation while the owner of the remaining piece preferred not to be a part of this application.

WHEREAS, the Planning Commission findings are as follows:

1. These lots are the only parcels fronting on Harbor Boulevard in this city which still bear the R-1 zone.
2. Commercial reclassification has been granted other properties fronting the boulevard in the immediate area.
3. The Land Use Element of the General Plan indicates this area as commercial.
4. Since the public facilities in this area are not adequate it is here determined that it would not be in the best interest of the health, safety and welfare of the citizens of Garden Grove for the subject request to be consummated unless and until the deficiencies herein noted have been eliminated.

The deficiencies that must be resolved are as follows:

a. Harbor Boulevard, being a precise planned arterial street, shall be dedicated 60 feet west of centerline. (ENGR.)

b. Lampson Avenue, being a precise planned arterial street, shall be dedicated 40 feet north of centerline. (ENGR.)

c. A 20 foot by 20 foot diagonal property line corner cut-off at the northwest corner of Harbor Boulevard and Lampson Avenue shall be dedicated to the City of Garden Grove. (ENGR.)

d. All vehicular access rights to Harbor Boulevard and Lampson Avenue shall be dedicated to the City of Garden Grove. The City will permit access at those driveway locations as approved by the Director of Public Works. (ENGR.)

e. Sidewalks on Harbor Boulevard shall be constructed per Garden Grove Standard Plans. (ENGR.)

f. The developer should be aware of the change in fire protection requirements which will result if this zone reclassification is approved. The developer may be required to provide increased water transmission facilities to the property and additional fire hydrants both on and off-site in accordance with Article VII, Chapter 3 of the Municipal Code. (WATER)

NOW THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Garden Grove does hereby recommend to the City Council rezoning to the C-1 zone as indicated on the maps attached hereto and made a part hereof.

ADOPTED AND APPROVED this 9th day of July, 1964.

/s/ J. R. WILDE  
CHAIRMAN

I HEREBY CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the Planning Commission of the City of Garden Grove which was held on July 9, 1964, and carried by the following vote, to wit:

AYES: COMMISSIONERS: BAIR, FOSHEE, FURR, MERCADO, HOVIUS, WILDE, WOOLLEY  
NOES: COMMISSIONERS: NONE  
ABSENT: COMMISSIONERS: NONE

/s/ CLINE F. MARTIN  
SECRETARY

be approved and accepted, that the Mayor and City Clerk be authorized to execute said agreements, and that the Finance Division be authorized to draw warrants in amounts as indicated when appropriate to do so:

Parcel 74 - Enola C. Monroe and Robert F. Monroe - \$1,910.  
 Parcel 80 - Arthur L. Reafsnnyder and Clemmie Reafsnnyder - \$1,850.  
 Parcel 81 - Leeta V. McKinney - \$510.

RESOLUTION NO. 2927-65 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE COMMENDING MR. NATHAN SHAPELL FOR OUTSTANDING CONTRIBUTIONS AS A COMMUNITY AREA DEVELOPER. After the reading of the title in full, Councilman Knoeller moved, seconded by Councilman Ballard, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: NONE

RESOLUTION NO. 2929-65 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING THE PRELIMINARY PUBLIC SERVICES ELEMENT - WATER SUPPLY OF THE COMPREHENSIVE GENERAL PLAN. After the reading of the title in full, Councilman Rainwaters moved, seconded by Councilman Ballard, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: NONE

RESOLUTION NO. 2930-65 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE SITE PLAN AMENDMENT 107-65. After the reading of the title in full, Councilman Knoeller moved, seconded by Councilman Ballard, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, KNOELLER, RAINWATERS, HONOLD  
 NOES: COUNCILMEN: BARR  
 ABSENT: COUNCILMEN: NONE

RESOLUTION NO. 2931-65 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE A-108-65. After the reading of the title in full, Councilman Rainwaters moved, seconded by Councilwoman Barr, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: NONE

ORDINANCE NO. 786-A was introduced as an urgency ordinance, being an ordinance amending Article IX of the Municipal Code as proposed by a portion of A-118-64 (Lot 10 of Tract No. 1923), the title being AN ORDINANCE OF THE CITY OF GARDEN GROVE AMENDING THE GARDEN GROVE MUNICIPAL CODE AND PARTICULARLY ARTICLE IX THEREOF, ENTITLED "LAND USE". After the reading of the ordinance in full, Councilwoman Barr moved, seconded by Councilman Rainwaters, that Ordinance No. 786-A be passed and adopted. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: NONE

ORDINANCE NO. 786 was introduced for first reading, being an ordinance amending Article IX of the Municipal Code as proposed by a portion of A-118-64 (Lot 10 of Tract No. 1923), the title being AN ORDINANCE OF THE CITY OF GARDEN GROVE AMENDING THE GARDEN GROVE MUNICIPAL CODE AND PARTICULARLY ARTICLE IX THEREOF, ENTITLED "LAND USE".

After the reading of the title in full, the Mayor stated if there be no objections, the Council would dispense with the full reading of Ordinance No. 786.

There being no objections, Councilman Knoeller moved, seconded by Councilwoman Barr, that Ordinance No. 786 be passed to second reading. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: NONE

#### CITY COUNCIL WORK SESSIONS

The Staff was directed to place Ordinances concerning location of City Council work sessions before the City Council during adjourned regular meeting to be held March 30, 1965, at 7:00 p.m.

#### EXECUTIVE SESSION

At 4:50 p.m., it was moved by Councilman Ballard, seconded by Councilwoman Barr, and carried by unanimous vote that the meeting be adjourned to Executive Session in the City Hall Conference Room with the City Administrator in attendance.

#### RECONVENE

At 5:25 p.m., the meeting reconvened in the Council Chambers with all Members of the City Council in attendance, and the Mayor announced that Council Members discussed Personnel matters with Mr. Lapham involving reorganization in the Department of Administrative Management.

#### ADJOURNMENT

At 5:26 p.m., Councilman Rainwaters moved, seconded by Councilman Ballard, that the meeting be adjourned to March 30, 1965, at 7:00 p.m., in the Council Chamber at Garden Grove City Hall, 11391 Acacia Street, Garden Grove, California. Carried by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
 NOES: COUNCILMEN: NONE  
 ABSENT: COUNCILMEN: NONE

*Gwen Wiesner*

GWEN WIESNER  
 CITY CLERK

Ordinance No. 786-A

ORDINANCE NO. 786-A

AN ORDINANCE OF THE CITY OF GARDEN GROVE AMENDING THE GARDEN GROVE MUNICIPAL CODE AND PARTICULARLY ARTICLE IX THEREOF, ENTITLED "LAND USE".

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1:

Article IX of the Municipal Code of the City of Garden Grove is hereby amended by the following addition:

Section 9203.10.49

Portion of A-118-64, being Lot 10 of Tract No. 1923 in the City of Garden Grove, County of Orange, California, is hereby adopted and the property shown on the map attached hereto is rezoned to the C-1 zone, as shown thereon. Zone Map Part C-11 is hereby amended accordingly.

Section 2:

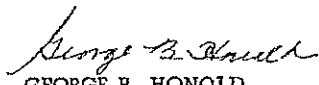
This is an urgency ordinance which is required for the immediate preservation of the public health, safety and welfare of the citizens of the City of Garden Grove, for the following reason:

That it is necessary that this amendment be effective immediately in order that the property may be developed as soon as possible and the revenue derived therefrom be immediately available to the City of Garden Grove so that the City may meet its current necessary expenses.


Section 3:

This Ordinance shall, within fifteen (15) days of adoption be published, with the names of the Councilmen voting for and against the same, in The Orange County Evening News, a daily newspaper of general circulation, printed, published and circulated in the City of Garden Grove.

The foregoing Ordinance was approved and adopted by the City Council of the City of Garden Grove on March 23, 1965.

  
\_\_\_\_\_  
GEORGE B. HONOLD  
MAYOR OF THE CITY OF GARDEN GROVE

ATTEST:

  
\_\_\_\_\_  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

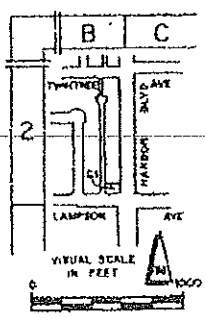


STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF GARDEN GROVE )

I, GWEN WIESNER, City Clerk of the City of Garden Grove, hereby certify that the foregoing Ordinance was introduced, read in full and passed as an urgency ordinance at a regular meeting of the City Council of the City of Garden Grove held on March 23, 1965, by the following vote, to wit:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
NOES: COUNCILMEN: NONE  
ABSENT: COUNCILMEN: NONE

*Gwen Wiesner*  
\_\_\_\_\_  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE



Portion of A-118-64  
ZONE MAP PART C-11

ORDINANCE NO. 786

AN ORDINANCE OF THE CITY OF GARDEN GROVE AMENDING THE GARDEN GROVE MUNICIPAL CODE AND PARTICULARLY ARTICLE IX THEREOF, ENTITLED "LAND USE".

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1:

Article IX of the Municipal Code of the City of Garden Grove is hereby amended by the following addition:

Section 9203.10.49

Portion of A-118-64, being Lot 10 of Tract No. 1923 in the City of Garden Grove, County of Orange, California, is hereby adopted and the property shown on the map attached hereto is rezoned to the C-1 zone, as shown thereon. Zone Map Part C-11 is hereby amended accordingly.

Section 2:

This Ordinance shall take effect thirty (30) days after adoption, and shall, within fifteen (15) days of adoption, be published with the names of the Councilmen voting for and against the same, in The Orange County Evening News, a daily newspaper of general circulation, printed, published and circulated in the City of Garden Grove.

The foregoing Ordinance was approved and adopted by the City Council of the City of Garden Grove on the 6th day of April, 1965.

*George B. Honold*  
GEORGE B. HONOLD  
MAYOR OF THE CITY OF GARDEN GROVE

ATTEST:

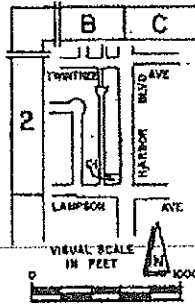
*Gwen Wiesner*  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

STATE OF CALIFORNIA            )  
COUNTY OF ORANGE            )SS:  
CITY OF GARDEN GROVE        )

I, GWEN WIESNER, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance had its first reading on March 23, 1965, and had its second reading on April 6, 1965, and was adopted by the following vote:

AYES:            COUNCILMEN:   BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
NOES:           COUNCILMEN:   NONE  
ABSENT:         COUNCILMEN:   NONE

*Gwen Wiesner*  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE



Portion of A-118-64

ZONE MAP PART C-11

Police Department (cont'd.)

Donald Jansen  
 Lewis Linn  
 Hugh McGilvray  
 James Richards  
 Ralph Tippetts  
 William Van Horn  
 Henry Wichman  
 Wayne Wilson

Public Works Department

James Allen  
 Emmett Martin

Recreation & Parks Department

Cap Fleming

*Agony parcels*

PUBLIC HEARING - A-121-64

*#115*

A-121-64, initiated by the City of Garden Grove, proposing rezoning from R-1 to C-1 or more restrictive zone on two lots fronting on the west side of Harbor Boulevard approximately 281 feet northerly from the centerline of Lampson Avenue and approximately 279 feet southerly from the centerline of Twintree Avenue.

The City Planning Commission, pursuant to Resolution No. 1712, recommended approval of A-121-64 on August 27, 1964.

Pursuant to legal notice published September 4, 1964, a public hearing on the case was ordered by the City Council to be held this date.

The Mayor declared the public hearing opened and asked if anyone wished to address the Council on the matter.

There being no response from the audience, with the consent of the Council the Mayor declared the public hearing closed.

Councilwoman Barr moved, seconded by Councilman Knoeller, that the Council does declare its intention to approve A-121-64 pursuant to Planning Commission-Resolution-No. 1712, and does hereby direct the City Attorney to prepare Council Resolution of Intention to approve A-121-64. Carried by the following vote:

AYES:	COUNCILMEN:	BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD
NOES:	COUNCILMEN:	NONE
ABSENT:	COUNCILMEN:	NONE

PUBLIC HEARING - A-122-64

*#115*

A-122-64, initiated by the City of Garden Grove, proposing rezoning from R-1 to C-2 or more restrictive zone on property located on the south side of Westminster Avenue between approximately 370 feet and 660 feet easterly from the centerline of Clinton Street and extending in depth for approximately 255 feet southerly from the centerline of Westminster Avenue.

The City Planning Commission, pursuant to Resolution No. 1713, recommended approval of A-122-64 on August 27, 1964.

Pursuant to legal notice published September 4, 1964, a public hearing on the case was ordered by the City Council to be held this date.

The Mayor declared the public hearing opened and asked if anyone wished to address the Council on the matter.

There being no response from the audience, with the consent of the Council the Mayor declared the public hearing closed.

Councilman Knoeller moved, seconded by Councilman Rainwaters, that the

GRANT DEED, RIGHT OF WAY AGREEMENTS, SUBORDINATION AGREEMENT,  
AND DISBURSEMENT OF FUNDS

#84

It was moved by Councilwoman Barr, seconded by Councilman Rainwaters, and unanimously carried that the following grant deed, subordination agreement, and right of way agreements be accepted and approved, that the Mayor and City Clerk be authorized to execute said agreements, and that the Finance Division be authorized to draw warrants as indicated when appropriate to do so.

Easement Grant Deed and Right of Way Agreement for Dester Ree Fischer property in connection with Project 050, parcel 2, and disbursement of \$28,950.

Right of Way Agreement and Agreement of Subordination for Standard Oil Company of California property in connection with Project 050, parcel 2, and disbursement of \$17,196.

RESOLUTION NO. 2809-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AUTHORIZING QUITCLAIM DEED to John A. Kosha, et al, for vehicular access rights on property on Western Avenue, north of Chapman Avenue. After the reading of the title in full, Councilman Knoeller moved, seconded by Councilman Ballard, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

#84

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
NOES: COUNCILMEN: NONE  
ABSENT: COUNCILMEN: NONE

RESOLUTION NO. 2810-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS being all Personnel records from 1956 to 1960 which have been placed on microfilm. After the reading of the title in full, Councilwoman Barr moved, seconded by Councilman Rainwaters, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

#85

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
NOES: COUNCILMEN: NONE  
ABSENT: COUNCILMEN: NONE

RESOLUTION NO. 2811-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE A-121-64. After the reading of the title in full, Councilman Rainwaters moved, seconded by Councilman Ballard, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

#115

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
NOES: COUNCILMEN: NONE  
ABSENT: COUNCILMEN: NONE

RESOLUTION NO. 2812-64 was presented, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE A-122-64. After the reading of the title in full, Councilman Knoeller moved, seconded by Councilman Ballard, that the entire reading of the Resolution be dispensed with and that the same be passed. Carried by the following vote:

#115

RESOLUTION NO. 2811-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DECLARING ITS INTENTION TO APPROVE A-121-64

*Aug  
Pavel*

WHEREAS, A-121-64, initiated by the City of Garden Grove proposes rezoning from R-1 to C-1 or more restrictive zone on two lots fronting on the west side of Harbor Boulevard, approximately 281 feet northerly from Lampson Avenue centerline and approximately 279 feet southerly of Twintree Avenue centerline; and

WHEREAS, the City Planning Commission, pursuant to its Resolution No. 1712 approved said matter on the 27th day of August, 1964; and

WHEREAS, the City Council, pursuant to legal notice duly published, held a public hearing on said matter on the 15th day of September, 1964, and all interested persons were given an opportunity to be heard; and

WHEREAS, due and careful consideration was given to the matter,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

~~That the City Council of the City of Garden Grove does hereby~~  
declare its intention to approve A-121-64 pursuant to Planning Commission Resolution No. 1712 (copy of which is attached hereto and is by this reference made a part hereof as if fully set forth herein at length), if the deficiencies set forth in said Planning Commission Resolution have been eliminated within one (1) year from the date of this Resolution.

That the City Attorney is hereby directed to prepare the necessary Ordinance to incorporate this amendment in the Municipal Code when he has been advised by the City Administrator that it is in order to proceed and that all deficiencies have been eliminated.

That the City Clerk is hereby directed to forward copies of this Resolution to all pertinent parties.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE this 22nd day of September, 1964, by the following vote, to wit:

AYES: COUNCILMEN: BALLARD, BARR, KNOELLER, RAINWATERS, HONOLD  
NOES: COUNCILMEN: NONE  
ABSENT: COUNCILMEN: NONE

*George B. Honold*  
GEORGE B. HONOLD  
MAYOR OF THE CITY OF GARDEN GROVE

ATTEST:

*Gwen Wiesner*  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS:  
CITY OF GARDEN GROVE )

I, GWEN WIESNER, City Clerk of Garden Grove, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of Garden Grove held September 22, 1964.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of

the City of Garden Grove this 22nd day of September, 1964.  
*Gwen Wiesner*  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

RESOLUTION NO. 1712

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF GARDEN GROVE APPROVING  
ZONE RECLASSIFICATION NO. A-121-64.

WHEREAS, in the matter of Zone Reclassification No. A-121-64, the Planning Commission of the City of Garden Grove does report as follows:

1. Subject case was initiated by the City of Garden Grove as applicant.
2. The applicant requests rezoning from R-1 to C-1 or a more restrictive zone on two lots fronting on the west side of Harbor Boulevard approximately 281 feet northerly from the centerline of Lampson Avenue and approximately 279 feet southerly from the centerline of Twintree Avenue.
3. The subject properties are presently zoned R-1 and are improved with single-family dwellings.
4. Existing land use and zoning of property in the vicinity of the subject properties is as follows:
  - a. North: Zoned R-1 (approved C-1) and is improved with single-family dwellings.
  - b. South: Zoned R-1 (approved C-1) and is improved with single-family dwellings.
  - c. East: Zoned R-1 and is improved with single-family dwellings.
  - d. West: Zoned R-1 and is improved with single-family dwellings.
5. Past cases affecting the subject property include:
  - a. A-107-58, rezoning from R-1 to C-1 property located northeast of the subject property on the southeast corner of Harbor Boulevard and Twintree Avenue, was approved by the City Council on April 8, 1958.
  - b. A-145-58, rezoning from R-1 to C-1 several lots located north of the subject property on the west side of Harbor Boulevard north of Twintree Avenue, was approved by the City Council on August 5, 1958.
  - c. A-122-59, rezoning from R-1 to C-1 property located contiguous to the subject property's northerly extremity, was approved by the City Council on May 26, 1959.
  - d. A-144-61, rezoning from R-1 to C-2 property located southeast of the subject property on the east side of Harbor Boulevard south of Lampson Avenue, was approved by the City Council on January 9, 1962.
  - e. A-118-64, a proposal to rezone from R-1 to C-1 eight parcels of land located on the west side of Harbor Boulevard and contiguous to the subject properties, was approved by the City Council on August 4, 1964.
6. This case proposes to rezone to C-1 the remaining two R-1 parcels which were excluded from A-118-64, a case approving C-1 zoning for eight of the 10 parcels on the west side of Harbor Boulevard between Lampson and Twintree Avenues.

WHEREAS, the Planning Commission findings are as follows:

1. This case was initiated at the request of the Planning Commission in order to consider rezoning the two parcels excluded from A-118-64.
2. Since C-1 zoning has been approved by both the Planning Commission and the City Council on the first eight parcels, rezoning on the two remaining parcels is in order.
3. Since the public facilities in this area are not adequate, it is here



determined that it would not be in the best interest of the health, safety and welfare of the citizens of Garden Grove for the subject request to be consummated unless and until the deficiencies herein noted have been eliminated. The deficiencies that must be resolved are as follows:

a. Harbor Boulevard, being a precise planned arterial street, shall be dedicated 60 feet west of centerline. (ENGR.)

b. All vehicular access rights to Harbor Boulevard shall be dedicated to the City of Garden Grove. The City will permit access at those driveway locations as approved by the Director of Public Works. (ENGR.)

c. Sidewalks on Harbor Boulevard shall be constructed per Garden Grove Standard Plans. (ENGR.)

d. The developer should be aware of the change in fire protection requirements which will result if this zone reclassification is approved. The developer may be required to provide increased water transmission facilities to the property and additional fire hydrants both on and off-site in accordance with Article VII, Chapter 3 of the Municipal Code. (WATER)

NOW THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Garden Grove does hereby recommend approval of Zone Reclassification No. A-121-64 as indicated on the maps attached hereto and made a part hereof when the aforementioned deficiencies in the public facilities are resolved.

ADOPTED AND APPROVED this 27th day of August, 1964.

/s/ J. R. WILDE  
CHAIRMAN

I HEREBY CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the Planning Commission of the City of Garden Grove which was held on August 27, 1964, and carried by the following vote, to wit:

AYES: COMMISSIONERS: BAIR, FOSHEE, FURR, MERCADO, HOVIUS, WILDE, WOOLLEY  
NOES: COMMISSIONERS: NONE  
ABSENT: COMMISSIONERS: NONE

/s/ CLINE F. MARTIN  
SECRETARY

ORDINANCE NO. 925

AN ORDINANCE OF THE CITY OF GARDEN GROVE AMENDING THE GARDEN GROVE MUNICIPAL CODE AND PARTICULARLY ARTICLE IX THEREOF, ENTITLED "LAND USE"

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1:

Article IX of the Municipal Code of the City of Garden Grove is hereby amended by the following addition:

Section 9203.10.87

A-133-61, A-124-63, A-137-63, A-118-64, A-121-64, A-122-64, and A-123-64 are hereby adopted, and the property shown on the maps attached hereto are rezoned to the O-P, C-2, C-1, C-1, C-1, C-2, and C-1 zones respectively. Zone Map Parts C-9, D-7, D-11, C-11, E-11, and E-8 are hereby amended accordingly.

SECTION 2:

This Ordinance shall take effect thirty (30) days after adoption and shall within fifteen (15) days of adoption, be published with the names of the Councilmen voting for and against the same in The Orange County Evening News, a daily newspaper of general circulation, printed, published, and circulated in the City of Garden Grove.

The foregoing Ordinance was approved and adopted by the City Council of the City of Garden Grove on the 22 day of November, 1966.

*George B. Honold*  
GEORGE B. HONOLD  
MAYOR OF THE CITY OF GARDEN GROVE

ATTEST: *Gwen Wiesner*  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

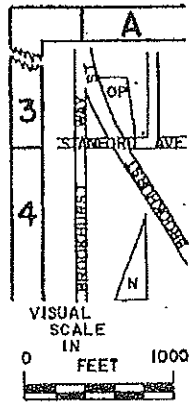
STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS:  
CITY OF GARDEN GROVE )

I, GWEN WIESNER, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance had its first reading on November 15, 1966, and had its second reading on November 22, 1966, and was adopted by the following vote, to wit:

AYES: COUNCILMEN: BALLARD, BARR, LAKE, SCHMIT, HONOLD  
NOES: COUNCILMEN: NONE  
ABSENT: COUNCILMEN: NONE

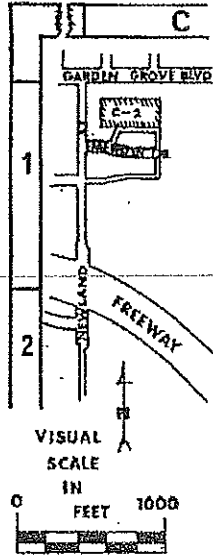
*Gwen Wiesner*  
GWEN WIESNER  
CITY CLERK OF THE CITY OF GARDEN GROVE

ORDINANCE NO. 925



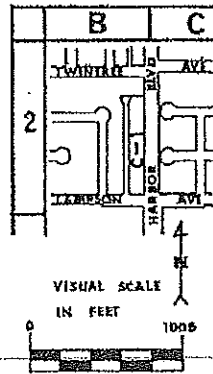
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A-133-61  
Zone Map Part C-9



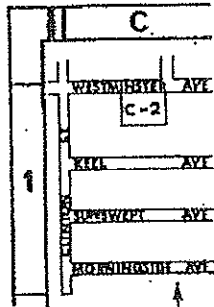
A-124-63  
Zone Map Part D-7





A-118-64 and A-121-64  
Zone Map  
Part C-11

ORDINANCE NO. 925

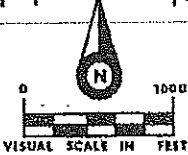
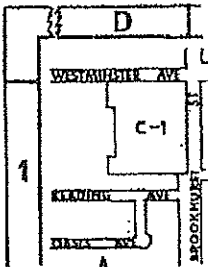


VISUAL SCALE  
IN FEET



A-122-54  
Zone Map Part E-11

ORDINANCE NO. 925



A-123-64  
Zone Map Part E-8



Recorded at the Request of City of Garden Grove, California  
Garden Grove, California Recording Authority  
11397 Agency Street, Garden Grove, California

# EASEMENT DEED

For valuable consideration, the City of Garden Grove hereby acknowledged (to-wit):

MARVIN R. JIGGINS AND JUANITA J. JIGGINS, husband and wife, do hereby grant and convey to City of Garden Grove, California, all that certain right of way appurtenant to certain parcels of land described as follows:

**PARCEL A**

THAT PORTION OF LOT 10, TRACT NO. 192, AS SHOWN ON MAP RECORDED IN BOOK 54, PAGES 18 AND 19 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE, WHICH LIES EASTERLY OF A LINE PARALLEL WITH AND 20 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF LOT 9, SAID TRACT.

EXCEPTING FROM ABOVE DESCRIBED PARCEL A THAT PORTION THEREOF WHICH LIES WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED IN DEED TO CITY OF GARDEN GROVE RECORDED AS DOCUMENT NO. 5153 ON FEBRUARY 7, 1962 IN BOOK 6002, PAGE 315 OF OFFICIAL RECORDS IN THE OFFICE OF SAID RECORDER.

**PARCEL B**

THAT PORTION OF ABOVE MENTIONED LOT 10, WHICH LIES SOUTHERLY OF A LINE PARALLEL WITH AND 10 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE STRAIGHT LINE IN THE SOUTHERLY BOUNDARY OF SAID LOT 10.

EXCEPTING FROM ABOVE DESCRIBED PARCEL B THAT PORTION THEREOF WHICH LIES WITHIN ABOVE DESCRIBED PARCEL A.

ALSO EXCEPTING FROM ABOVE DESCRIBED PARCEL B THAT PORTION THEREOF WHICH LIES WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED IN ABOVE MENTIONED DEED.

**PARCEL C**

THAT PORTION OF ABOVE MENTIONED LOT 10, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF ABOVE DESCRIBED PARCEL A, WITH THE WESTERLY LINE OF ABOVE DESCRIBED PARCEL B; THENCE NORTHERLY ALONG SAID WESTERLY LINE, 20.00 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON SAID NORTHERLY LINE DISTANT WESTERLY THEREON 20.00 FEET FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

ABOVE DESCRIBED PARCEL A IS TO BE KNOWN AS HARBOR BOULEVARD AND ABOVE DESCRIBED PARCELS B AND C ARE TO BE KNOWN AS LAMPSON AVENUE.

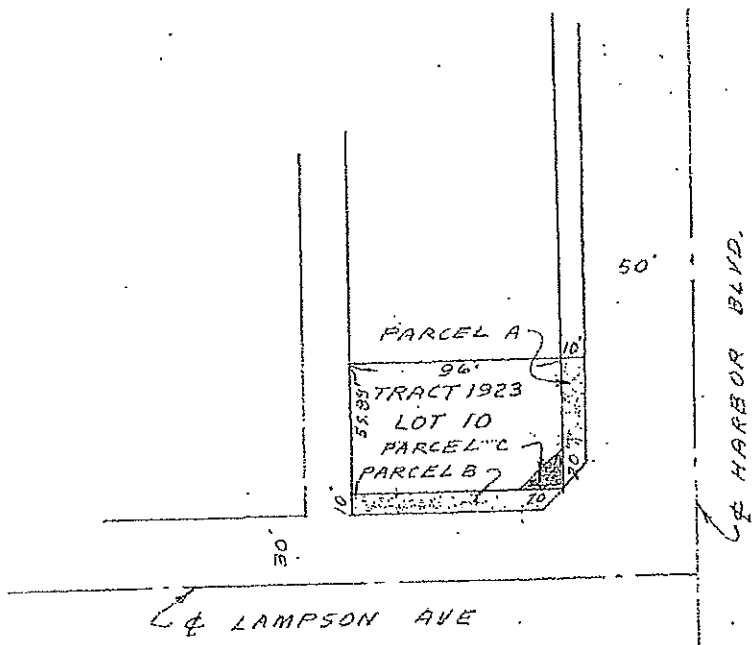
TOGETHER WITH ANY AND ALL RIGHTS OF VERTICULAR INGRESS AND EGRESS TO OR FROM THOSE PORTIONS OF LAMPSON AVENUE AND HARBOR BOULEVARD OVER AND ACROSS THE NORTHERLY LINE OF ABOVE DESCRIBED PARCEL A, THE WESTERLY LINE OF ABOVE DESCRIBED PARCEL B, AND THE NORTHWESTERLY LINE OF ABOVE DESCRIBED PARCEL C.

THIS CONVEYANCE OF RIGHTS IS MADE AS A DEDICATION TO PUBLIC USE, WHILE ALL OF LAMPSON AVENUE AND HARBOR BOULEVARD ADJOINING THE HEREIN GRANTOR'S PROPERTY REMAINS A PUBLIC HIGHWAY, AND FOR SUCH TIME ONLY, SO THAT THE HEREIN GRANTOR'S PROPERTY ABUTTING THE ABOVE DESCRIBED LINES DURING SUCH TIME WILL HAVE NO RIGHT OF ACCESS WHATEVER TO OR FROM SAID ABUTTING PORTION.

*Recorded 9:05 a.m.  
March 25, 1965*

*N.W. COR. LAMPSON'S  
HARBOR BLVD.*

*7458-843*



EASEMENT DEED  
GRANTED BY -  
MARYN B. & JUANITA  
J. HIGGINS

MARCH 1965 - R10-2

7EEF-843

Recorded & Indexed By  
CITY OF GARDEN GROVE  
When recorded call to:  
City Clerk  
City of Garden Grove  
11391 Atacola Street  
Garden Grove, California

22943

EXEMPT  
C1

RECORDED AT REQUEST OF  
SAFECO TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
AM 04M MAR 17 1977  
WYLLIE CARLYLE County Recorder

121076 428

Portion of  
ASSESSOR PARCEL NUMBER

I HEREBY DECLARE THAT THE GRANTEE IS A  
GOVERNMENTAL AGENCY THEREFORE EXEMPT  
BY

### STREET DEED

For a Valuable Consideration, receipt of which is hereby acknowledged.

BALTAZAR MARQUEZ & JOHARDA MARQUEZ, Husband and Wife,  
do hereby grant to the CITY OF GARDEN GROVE on consent for public street and highway purposes in, on and  
over the real property in the City of Garden Grove, County of Orange, State of California, described as

THE WESTERN 10 FEET OF THE EASTERLY 20 FEET OF LOT B, TRACT NO. 1923,  
AS SHOWN ON MAP RECORDED IN BOOK 59, PAGE 16 OF MISCELLANEOUS MAPS  
IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE  
TO BE KNOWN AS HARBOR BOULEVARD.

Being a portion of assessor parcel no. 138-131-49

It is understood that each undersigned grantor grants only that portion of the above described land to which he/she owns  
that an interest.

Date: Feb 9 1977

STATE OF CALIFORNIA  
COUNTY OF ORANGE  
Feb 9 1977  
I, the undersigned, a duly qualified and duly sworn  
notary public for the County of Orange, personally appeared  
Baltazar Marquez & Joharda Marquez  
before me on the above date and acknowledged to me  
that they executed the above described instrument  
for the purposes and consideration therein expressed.

*Baltazar Marquez*  
*Joharda Marquez*

HARBOR BOULEVARD  
FOR Chapman to Westminster  
No. 16 Parcel 4-23  
Atlas Map

NOTE: Copies of this instrument may be obtained from the County Recorder.

112107H 428

STATE OF CALIFORNIA )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors. WITNESS my hand and official seal.

(SEAL) \_\_\_\_\_ Notary Public in and for said County and State

NOTARY PUBLIC STATE

STATE OF CALIFORNIA )  
COUNTY OF )

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

known to me to be \_\_\_\_\_ the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

(SEAL) \_\_\_\_\_ Notary Public in and for said County and State

NOTARY PUBLIC STATE

APPROVED AS TO LEGAL DESCRIPTION

By \_\_\_\_\_  
City Attorney  
Date 2-9-77

This is to certify that the interest in real property conveyed by the within deed originates in the City of Garden Grove, a governmental agency, as hereby accepted under authority of Resolution No. 2768-04 passed by the City Council of said City of Garden Grove on July 14, 1974 and the attached conforms to the recordation form used by said governmental agency.

DATE February 24, 1977  
By \_\_\_\_\_

APPROVED AS TO EXECUTION AND DESCRIPTION

By \_\_\_\_\_  
Agent  
Date 2-4-77

9524

7518-825

Recorded at the Request of City of Garden Grove, After Recording Return to 11891 Anacle Street, Garden Grove, California.

Right of Way No. R-10-2C  
Project

# EASEMENT DEED

1295

For valuable consideration, receipt of which is hereby acknowledged, (I, We)

INGE REALTY CO., a partnership, grant and convey to City of Garden Grove, a perpetual easement and right of way for Street and Highway purposes to, on and over that real property situated in the County of Orange, State of California, described as follows:

PARCEL A:  
THE WESTERLY 10 FEET OF THE EASTERLY 20 FEET OF LOT 9, TRACT NO. 1923 AS SHOWN ON MAP RECORDED IN BOOK 54, PAGES 18 AND 19 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE.

TO BE KNOWN AS HARBOR BOULEVARD.

TOGETHER WITH ANY AND ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS TO OR FROM THAT PORTION OF HARBOR BOULEVARD, OVER AND ACROSS THE FOLLOWING DESCRIBED LINE:

LINE 1:  
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 9 WITH THE WESTERLY LINE OF ABOVE DESCRIBED PARCEL A; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO A POINT DISTANT NORTHERLY 15.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT.

THIS CONVEYANCE OF RIGHTS IS MADE AS A DEDICATION TO PUBLIC USE, WHILE ALL OF HARBOR BOULEVARD ADJOINING THE HEREIN GRANTOR'S PROPERTY REMAINS A PUBLIC HIGHWAY, AND FOR SUCH TIME ONLY, SO THAT THE HEREIN GRANTOR'S PROPERTY ADJOINING THE ABOVE DESCRIBED LINES DURING SUCH TIME WILL HAVE NO RIGHT OF ACCESS WHATEVER TO OR FROM SAID ADJOINING PORTION.

Approved as to Title  
By *[Signature]*  
Title

Approved as to Description  
By *[Signature]*  
Title

RECORDED AT REQUEST OF  
CITY OF GARDEN GROVE  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
9:05 AM MAY 13 1965  
L. WILE CARLILE, County Recorder

FREE

It is understood that the grantor grant only that portion of the above described land in which he has an interest.

Dated: *April 30, 1965*

*[Signature]*  
*[Signature]*

This Space for County Recorder's Use Only

7518-826

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Garden Grove, a governmental agency, is hereby accepted under authority of Resolution No. 2764-64, adopted by the City Council of said City of Garden Grove on July 14, 1964, and the Grantee consents to the recording thereof by its duly authorized officer.

Dated: May 12, 1965

By *Karen Wilson*  
City Clerk

STATE OF CALIFORNIA

COUNTY OF Orange

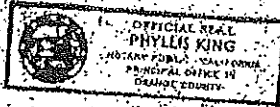
On April 21, 1965

before me, the undersigned, a Notary Public in and for said State, personally appeared Oliver V. Ince and Robert R. Ince

known to me to be both of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

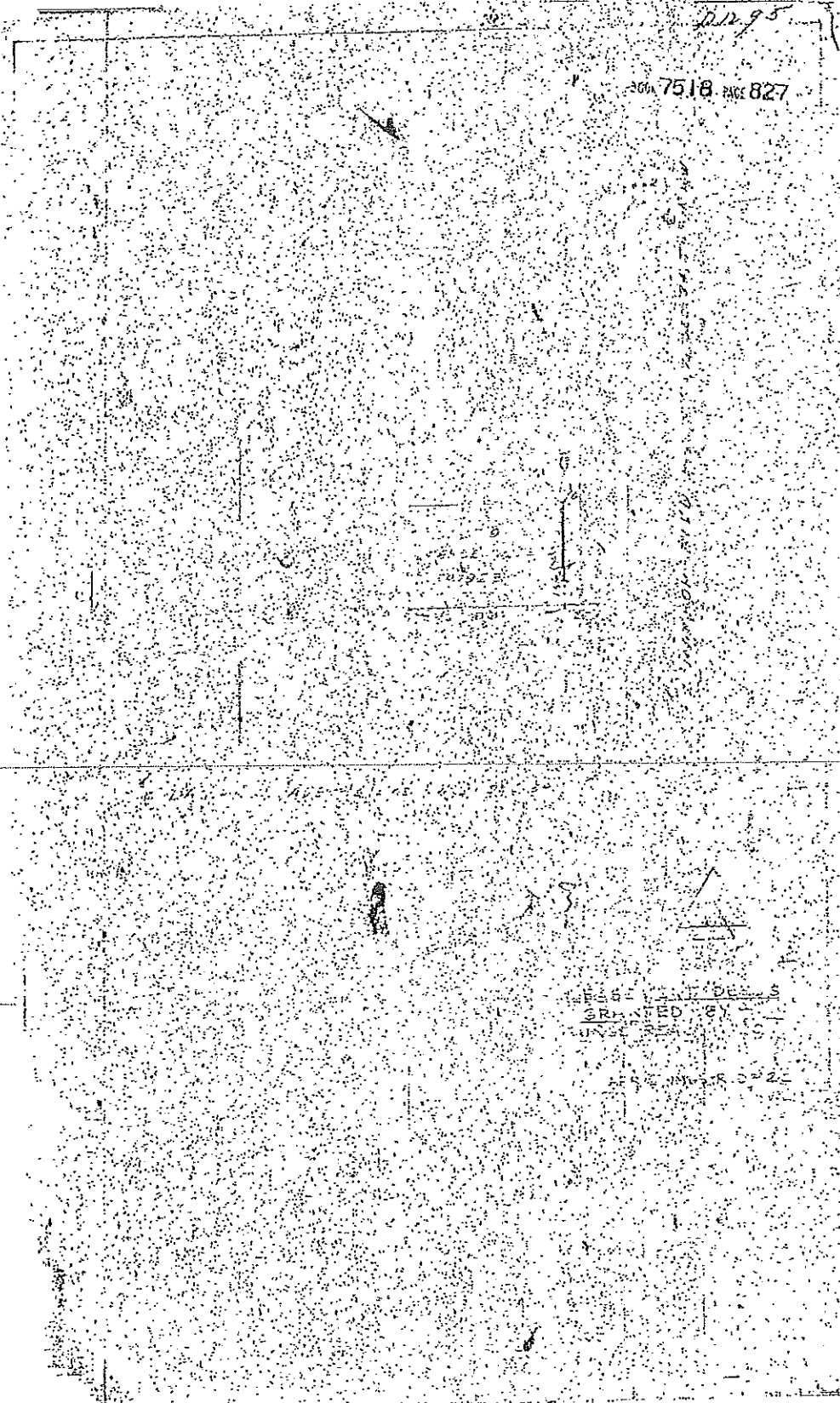
Witness my hand and official seal.

Signature *Phyllis King*



My Commission Expires 11-23-67

This area for official use only



21295

7518 PAGE 827

RECEIVED BY  
APR 22 1982

JAN 11 1962 7636 M

RECORDING REQUESTED BY  
City of Garden Grove

7636

11S-219 BOOK 5972 PAGE 864  
Right of Way No. 026-26  
Project HARBOR BOULEVARD WIDENING  
Westminster Boulevard to  
Chapman Avenue.

WHEN RECORDED MAIL TO  
City Clerk  
11391 Acacia Street  
Garden Grove, California

### EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, \$.

BALTAZAR MARQUEZ and LEONARDA MARQUEZ, Husband and Wife,  
grant and convey, to CITY OF GARDEN GROVE, a perpetual easement and right of way for  
Street and Highway purposes in, on and over that real property situated in the County of Orange,  
State of California, described as follows:

The East 10 feet of Lot 8 of Tract No. 1923, ss.  
shown on a map recorded in Book 54, Pages 18 and  
19 of Miscellaneous Maps, records of said County.

Approved as to Title  
By \_\_\_\_\_  
Title

Approved as to Description  
By \_\_\_\_\_  
1963

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THIS EASEMENT DEED DATED  
November 29, 1961 FROM Baltazar Marquez and Leonarda Marquez  
TO THE CITY OF GARDEN GROVE IS HEREBY ACCEPTED BY ORDER OF THE CITY COUNCIL OF THE CITY OF GARDEN  
GROVE ON DECEMBER 26, 1961 AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY  
AUTHORIZED OFFICER CITY OF GARDEN GROVE  
DATE: December 26, 1961 BY \_\_\_\_\_ CITY CLERK

It is understood that the grantor, s. grant only that portion of the above described land in which  
they have an interest.

Dated: November 29, 1961  
Baltazar Marquez  
Leonarda Marquez

STATE OF CALIFORNIA  
COUNTY OF ORANGE  
On November 29th, 1961  
before me, the undersigned, a Notary Public in and for said  
County and here, personally appeared  
Baltazar Marquez and  
Leonarda S. Marquez  
known to me to be the persons, s. whose names are set  
above to sign the within instrument and acknowledged that  
they executed the same.  
Witness my hand and seal this 29th day of November, 1961.  
JOHN C. DONAHUE  
NOTARY PUBLIC STATE OF CALIF.

This Space for County Recorder's use only

RECORDED AT REQUEST OF  
CITY OF GARDEN GROVE  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
JAN 11 1962  
RUBY McFARLAND, County Recorder  
FREE



RECORDING REQUESTED BY: 9916  
City of Garden Grove

BOOK 6009 PAGE 312

AFTER RECORDED MAIL TO:  
City Clerk, Garden Grove City Hall  
11391 Acacia  
Garden Grove, California

Right of Way No. 026-27  
Project HARBOR BLVD. WIDENING,  
Westminster Boulevard  
to Chapman Avenue.

### EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, I We) NO. 77  
OLIVER V. INGE, a married man, as his separate property, and  
ROBERT E. INGE, a single man.  
grant and convey to City of Garden Grove a perpetual easement and right of way for:  
Street and Highway purposes in, on and over that real property situated in the County of ORANGE  
State of California, described as follows:

The East 10 Feet of Lot 9, Tract No. 1923,  
as shown on a map recorded in Book 54, pages  
18 and 19 of Miscellaneous Maps, records of  
said County.

Approved as to Title  
By [Signature]  
RIGHT OF WAY DEED  
Title

Approved as to Description  
By [Signature]  
Title

THIS IS TO CERTIFY  
JANUARY 19, 1962, that Oliver V. Inge, and Robert E. Inge  
TO THE CITY OF GARDEN GROVE, IS HEREBY ACCEPTED BY ORDER OF THE CITY OF GARDEN  
GROVE ON February 6, 1962 AND THE GRANTEE CONSENTS TO RE-EXAMINATION THEREOF BY ITS DULY  
AUTHORIZED OFFICER. CITY OF GARDEN GROVE  
DATED: February 6, 1962 BY [Signature]  
CITY CLERK

It is understood that the grantor... grant... only that portion of the above described land in which  
the y... RETAINS an interest.

Dated: JANUARY 19, 1962

[Signature]  
[Signature]

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On January 19th, 1962  
before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared  
Oliver V. Inge and  
Robert E. Inge

This Space for County Recorder's Use Only

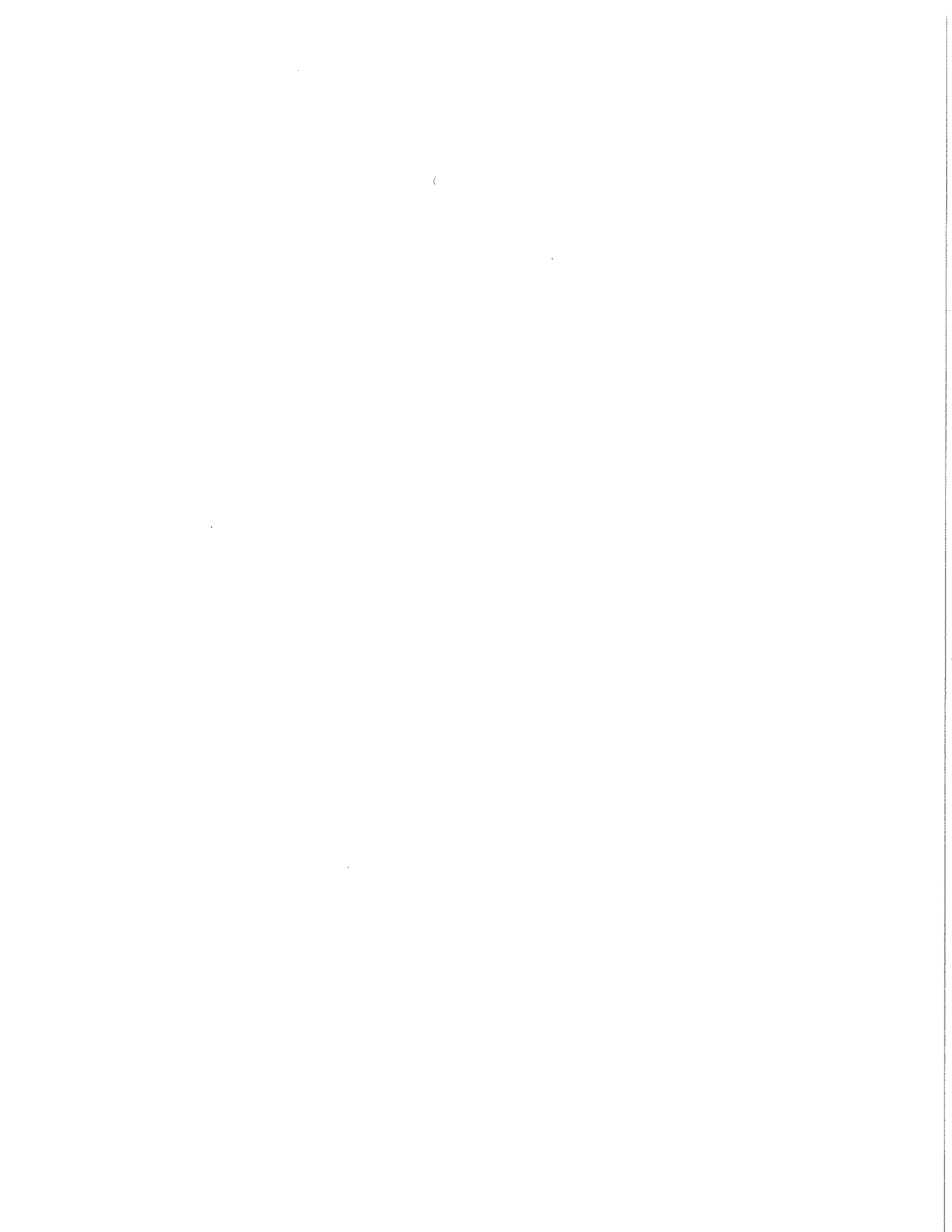
RECORDED AT REQUEST OF  
CITY OF GARDEN GROVE  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
FEB 14 1962  
RUBY McFARLAND, County Recorder

FREE

Form 1075-2 (Rev. 1-50) (Individual)  
Orange County Title Company

They executed this instrument and acknowledged that  
they executed the same.  
Notary Public in and for said County and State.

# ATTACHMENT 3



RECORDING REQUESTED BY: 9916  
City of Garden Grove

BOOK 6009 PAGE 312

LAS-249

Right of Way No. 928-27

AFTER RECORDED MAIL TO:  
City Clerk, Garden Grove City Hall  
11301 Acacia  
Garden Grove, California

Project HARBOR BLVD. WIDENING,  
Westminster Boulevard  
to Chapman Avenue.

### EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, I We) *No. 77*  
OLIVER V. INGE, a married man, as his separate property, and  
ROBERT E. INGE, a single man.

grant and convey to City of Garden Grove a perpetual easement and right of way for  
Street and Highway purposes in, on and over that real property situated in the County of ORANGE  
State of California, described as follows:

The East 10 Feet of Lot 9, Tract No. 1923,  
as shown on a map recorded in Book 54, pages  
18 and 19 of Miscellaneous Maps, records of  
said County.

Approved as to Title  
By *[Signature]*  
AGENT OF REALTY

Approved as to Description  
By *[Signature]*  
AGENT OF REALTY

THIS IS TO CERTIFY  
JANUARY 19, 1962. Oliver V. Inge, and Robert E. Inge  
TO THE CITY OF GARDEN GROVE, IS HEREBY ACCEPTED BY THE CITY OF GARDEN GROVE  
GROVE ON February 6, 1962. AND THE GRANTEE CONSENTS TO REFORMATION THEREOF BY HIS DULY  
AUTHORIZED OFFICER, CITY OF GARDEN GROVE  
DATED: February 6, 1962 BY *[Signature]*  
CITY CLERK

It is understood that the grantor(s) grant only that portion of the above described land in which  
they have an interest.

Dated: *January 19, 1962* *[Signature]*  
*[Signature]*

On January 19th, 1962  
before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared  
Oliver V. Inge and  
Robert E. Inge

This Space for County Recorder's Use Only

RECORDED AT REQUEST OF  
CITY OF GARDEN GROVE  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
FEB 14 1962  
RUBY McFARLAND, County Recorder

FREE

9524

7518.825

Recorded at the Request of City of Garden Grove, After Recording Return to 11291 Acacia Street, Garden Grove, California

Right of Way No. R-10-2C  
Project

# EASEMENT DEED

1295

For valuable consideration, receipt of which is hereby acknowledged, (It Was)

INGE REALTY CO., a partnership,  
grant and convey to City of Garden Grove, a perpetual easement and right of way for Street and High-  
way purposes to, on, and over that part property situated in the County of Orange, State of California,  
described as follows:

PARCEL A:  
THE WESTERLY 10 FEET OF THE EASTERLY 20 FEET OF LOT 9, TRACT NO. 1923 AS SHOWN ON MAP RECORDED IN BOOK 24, PAGES 18 AND 19 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE.

TO BE KNOWN AS HARBOR BOULEVARD.

TOGETHER WITH ANY AND ALL RIGHTS OF VEHICULAR ACCESS AND EGRESS TO OR FROM THAT PORTION OF HARBOR BOULEVARD OVER AND ACROSS THE FOLLOWING DESCRIBED LINE:

LINE BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 9 WITH THE WESTERLY LINE OF ABOVE DESCRIBED PARCEL A; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO A POINT DISTANT NORTHERLY 15.00 FEET FROM THE SOUTHERLY LINE OF SAID LOT 9.

THIS CONVEYANCE OF RIGHTS IS MADE AS A DEDICATION TO PUBLIC USE, WHILE ALL OF HARBOR BOULEVARD ADJOINING THE HEREIN GRANTOR'S PROPERTY REMAINS A PUBLIC HIGHWAY, AND FOR SUCH TIME ONLY, SO THAT THE HEREIN GRANTOR'S PROPERTY ADJOINING THE ABOVE DESCRIBED LINES DURING SUCH TIME WILL HAVE NO RIGHT OF ACCESS, WHATEVER TO, OR FROM SAID ADJOINING PORTION.

Approved as to Title by [Signature]

Approved as to Description by [Signature]

RECORDED BY REQUEST OF  
CITY OF GARDEN GROVE  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
9:05 AM, MAY 19, 1965  
I WILK CUBILE, County Recorder

FREE

It is understood that the grantor grant only that portion of the above described land in which  
has an interest INGE REALTY CO., A PARTNERSHIP

Date: APRIL 30, 1965

[Signature]

Robert E. Inge

This Space for County Recorder's Use Only

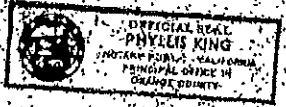
BOOK 7518 PAGE 826

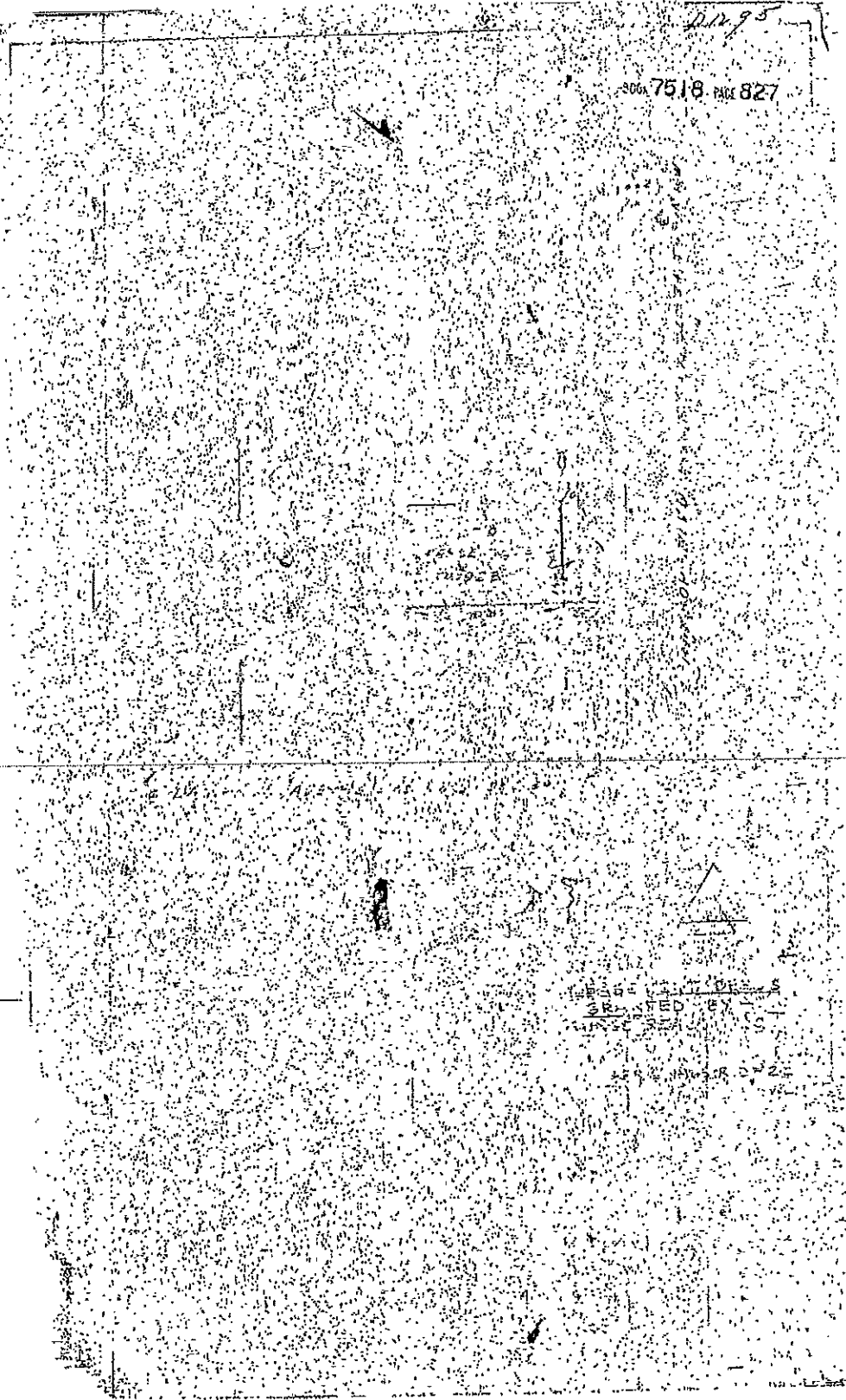
This is to certify that the interest in real property conveyed by the within deed or grant to the City of Garden Grove, a governmental agency, is here by accepted under authority of Resolution No. 738484, adopted by the City Council of said City of Garden Grove on July 14, 1964, and the Grantor consents to the recordation thereof by its duly authorized officer.

Dated, May 12, 1965

By *[Signature]*  
City Clerk

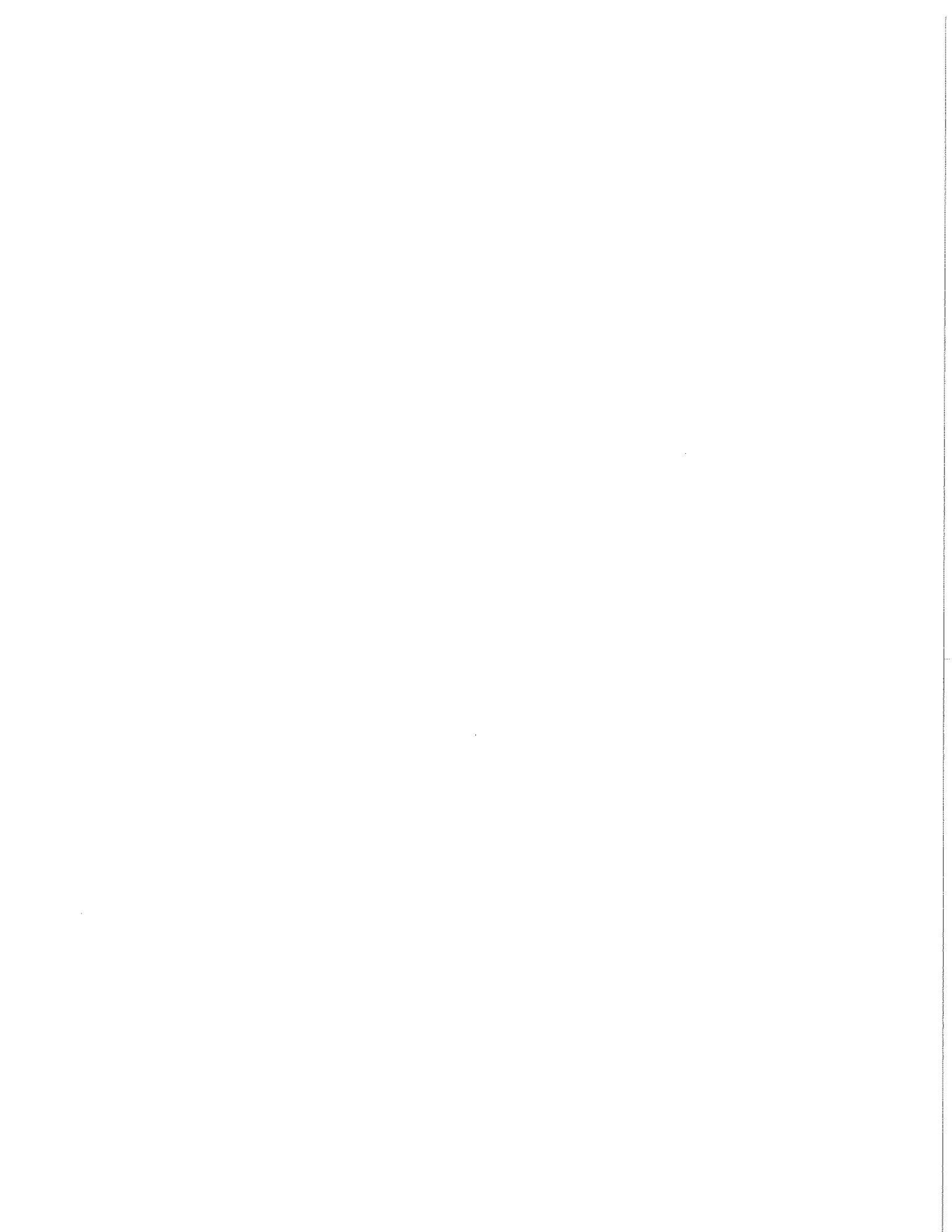
STATE OF CALIFORNIA  
 COUNTY OF ORANGE  
 On April 24, 1965 before me, the undersigned, a Notary Public in and for said state, personally appeared Oliver V. King and Robert H. Lake  
 known to me to be DEED being partners of the partnership that executed the within instrument and acknowledged to me that each of them executed the same.  
 Witness my hand and official seal.  
 Notary *[Signature]*  
 My Comm. Expires 1966-2-23-67





# ATTACHMENT 4



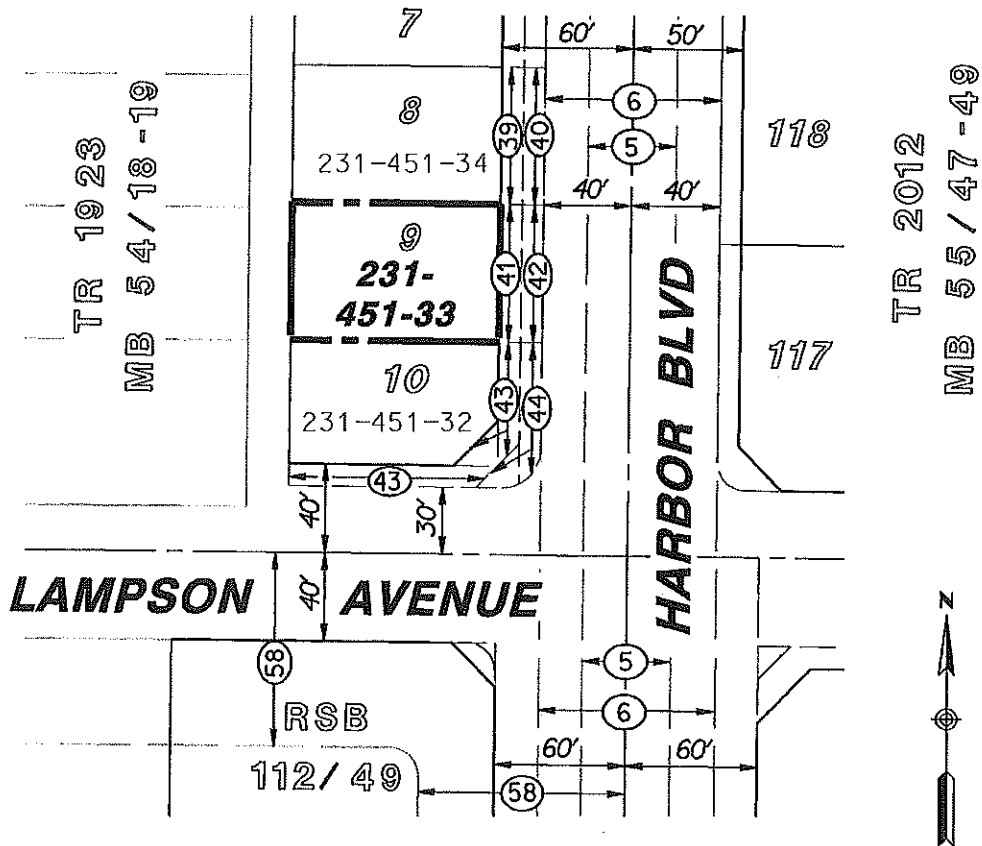


**ENCROACHMENT EXHIBIT**  
12461 HARBOR BLVD. 231-451-33

**SHEET 1 OF 2**

**LEGEND**

- ⑤ DEDICATED PER DEED RECORDED 4/4/1917 IN BK 300, PG 376
- ⑥ DEDICATED PER DEED RECORDED 5/13/1947 IN BK 1521, PG 294  
RESOLUTION FOR STREET WIDENING RECORDED 3/29/1948 IN BK 1743, PG 131
- ③⑨ DEDICATED PER ESMT DEED RECORDED 3/17/1977 IN BK 12107, PG 428
- ④⑩ DEDICATED PER ESMT DEED RECORDED 2/11/1962 IN BK 5972, PG 864
- ④① DEDICATED PER ESMT DEED RECORDED 5/13/1965 IN BK 7518, PG 825
- ④② DEDICATED PER ESMT DEED RECORDED 2/14/1962 IN BK 6009, PG 312
- ④③ DEDICATED PER ESMT DEED RECORDED 3/25/1965 IN BK 7458, PG 843
- ④④ DEDICATED PER ESMT DEED RECORDED 2/07/1962 IN BK 6002, PG 315
- ⑤⑧ RESOLUTION FOR STREET WIDENING RECORDED 3/25/1955 IN BK 3013, PG 205



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**RICK**  
ENGINEERING COMPANY  
San Diego

5620 FRIARS ROAD  
SAN DIEGO, CA 92110  
619.291.0707  
(FAX) 619.291.4165

J. 17024

rickengineering.com  
San Diego    Riverside    Sacramento    Orange    Phoenix    Tucson










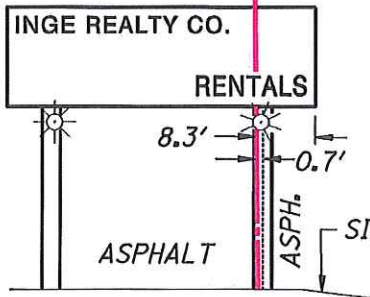
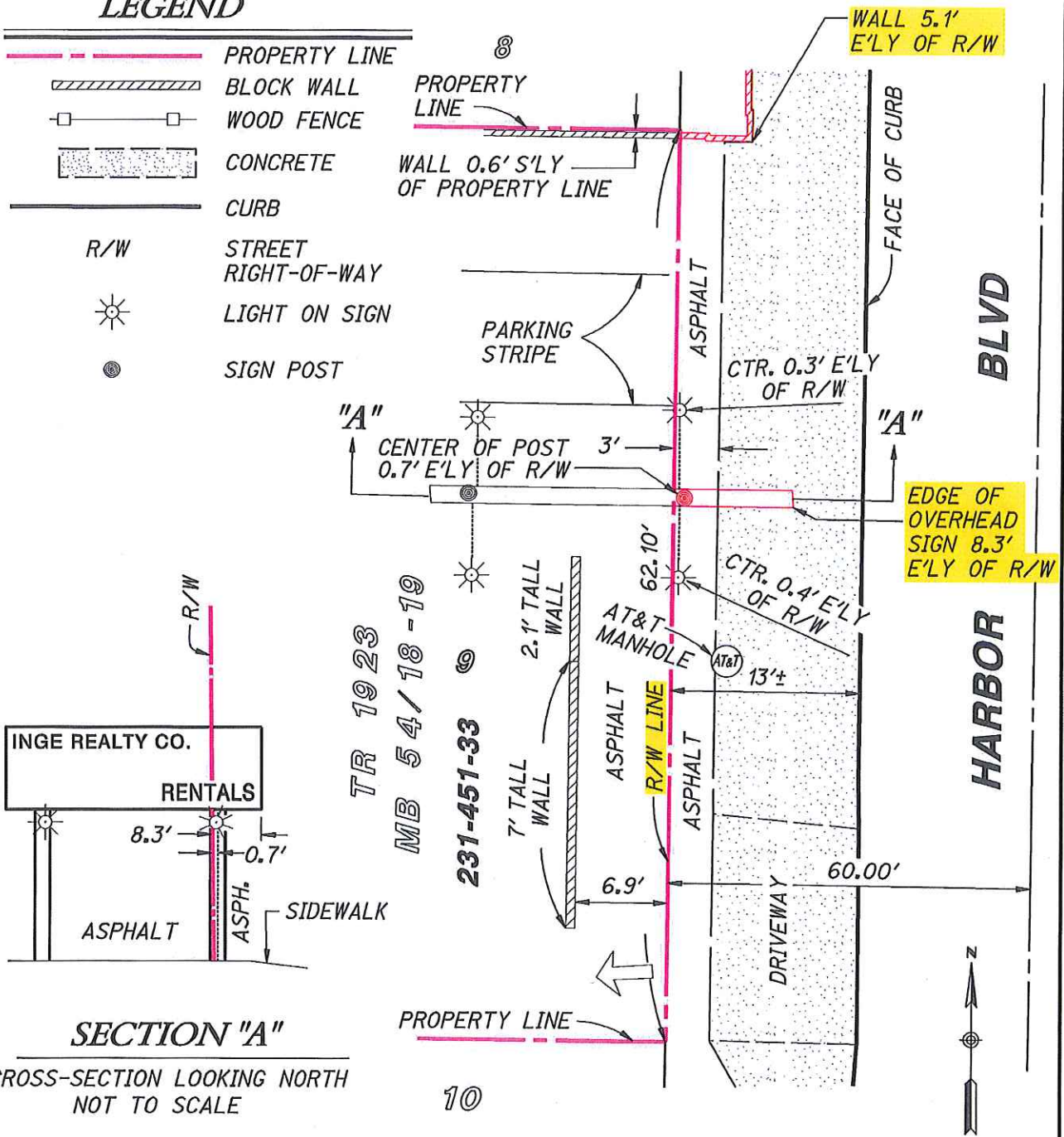
GRAPHIC SCALE 1" = 80'

ENCROACHMENT EXHIBIT  
12461 HARBOR BLVD. 231-451-33

SHEET 2 OF 2

LEGEND

-  PROPERTY LINE
-  BLOCK WALL
-  WOOD FENCE
-  CONCRETE
-  CURB
- R/W STREET RIGHT-OF-WAY
-  LIGHT ON SIGN
-  SIGN POST



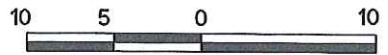
© 2014 Rick Engineering Company

**RICK**  
ENGINEERING COMPANY  
San Diego

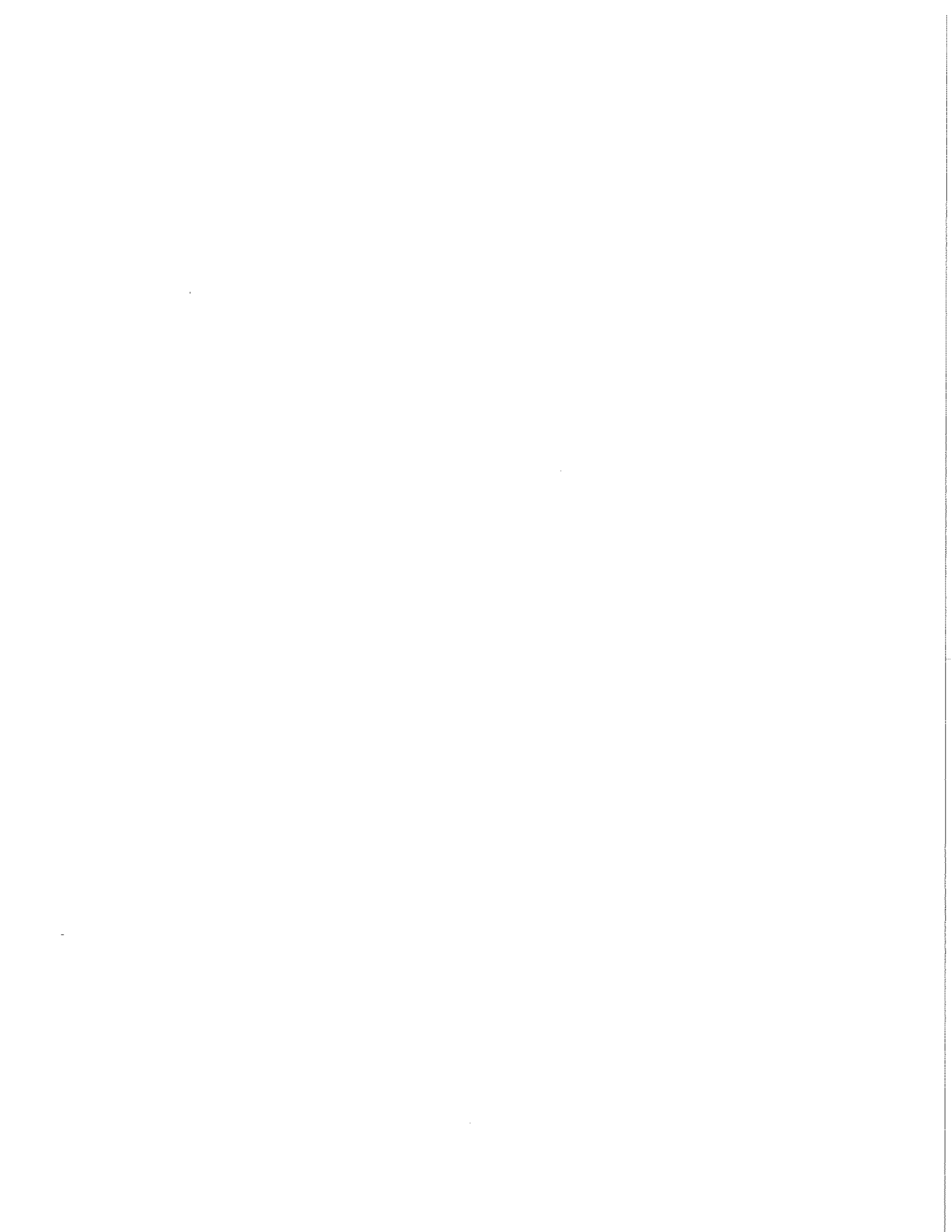
5620 FRIARS ROAD  
SAN DIEGO, CA 92110  
619.291.0707  
(FAX) 619.291.4165

J. 17024

rickengineering.com  
Riverside Sacramento Orange Phoenix Tucson



# ATTACHMENT 5



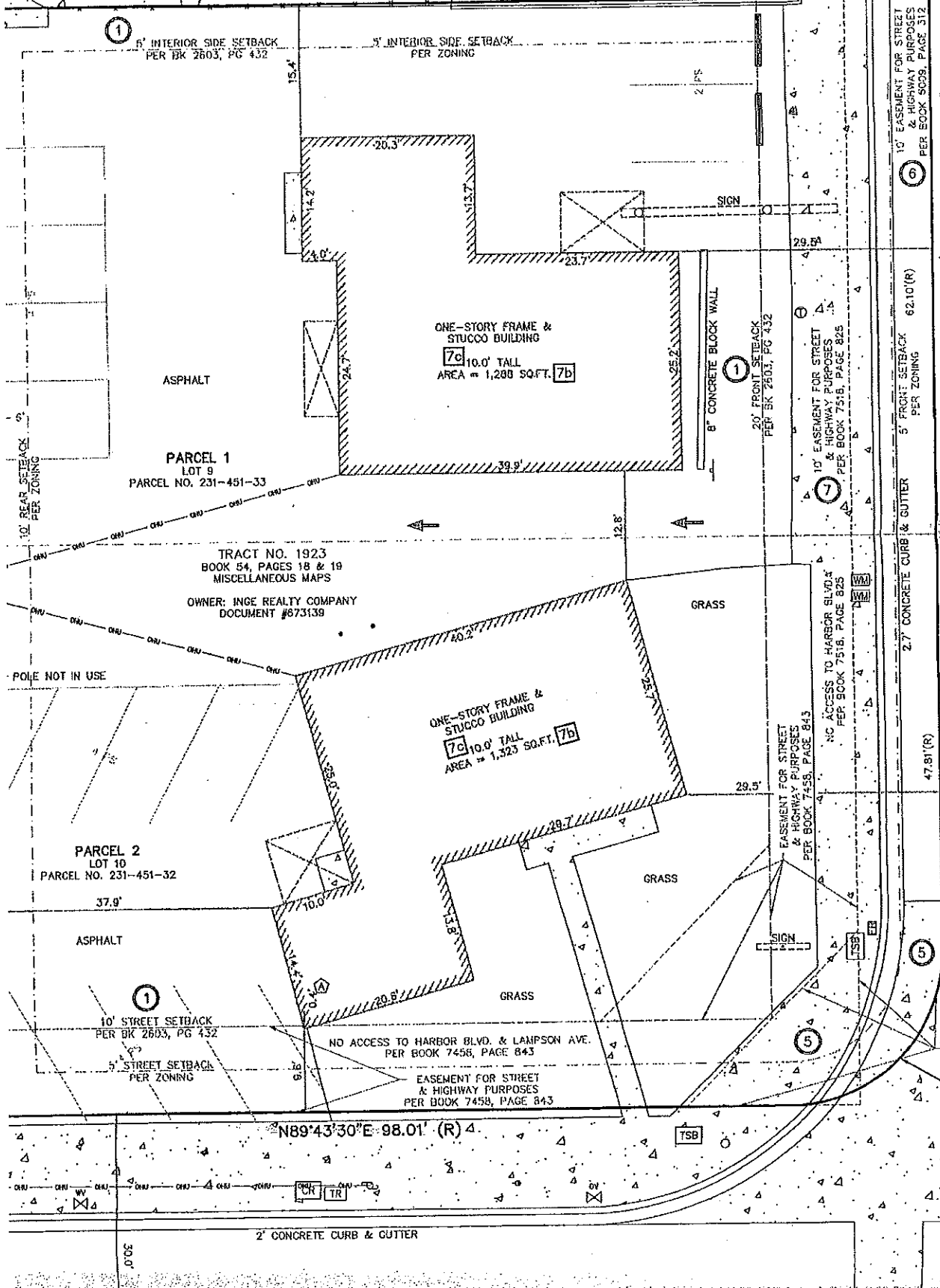
LOT 8  
OWNER: INGE REALTY COMPANY  
PARCEL NO. 231-451-34  
DOCUMENT# 635970

ADJACENT BUILDING

GRASS

NB89°46'10"E

116.00' (R)



6' INTERIOR SIDE SETBACK  
PER BK 2603, PG 432

5' INTERIOR SIDE SETBACK  
PER ZONING

ASPHALT

PARCEL 1  
LOT 9  
PARCEL NO. 231-451-33

TRACT NO. 1923  
BOOK 54, PAGES 18 & 19  
MISCELLANEOUS MAPS  
OWNER: INGE REALTY COMPANY  
DOCUMENT #873139

ONE-STORY FRAME &  
STUCCO BUILDING  
7c 10.0' TALL  
AREA = 1,323 SQ.FT. 7b

PARCEL 2  
LOT 10  
PARCEL NO. 231-451-32

ASPHALT

10' STREET SETBACK  
PER BK 2603, PG 432

5' STREET SETBACK  
PER ZONING

NO ACCESS TO HARBOR BLVD. & LAMPSON AVE.  
PER BOOK 7458, PAGE 843

EASEMENT FOR STREET  
& HIGHWAY PURPOSES  
PER BOOK 7458, PAGE 843

NB89°43'30"E 98.01' (R)

2' CONCRETE CURB & GUTTER

8' CONCRETE BLOCK WALL

20' FRONT SETBACK  
PER BK 2603, PG 432

10' EASEMENT FOR STREET  
& HIGHWAY PURPOSES  
PER BOOK 7518, PAGE 825

10' EASEMENT FOR STREET  
& HIGHWAY PURPOSES  
PER BOOK 5039, PAGE 312

5' FRONT SETBACK  
PER ZONING

2.7' CONCRETE CURB & GUTTER

EASEMENT FOR STREET  
& HIGHWAY PURPOSES  
PER BOOK 7458, PAGE 843

NO ACCESS TO HARBOR BLVD. &  
LAMPSON AVE.  
PER BOOK 7518, PAGE 825

SIGN

SIGN

SIGN

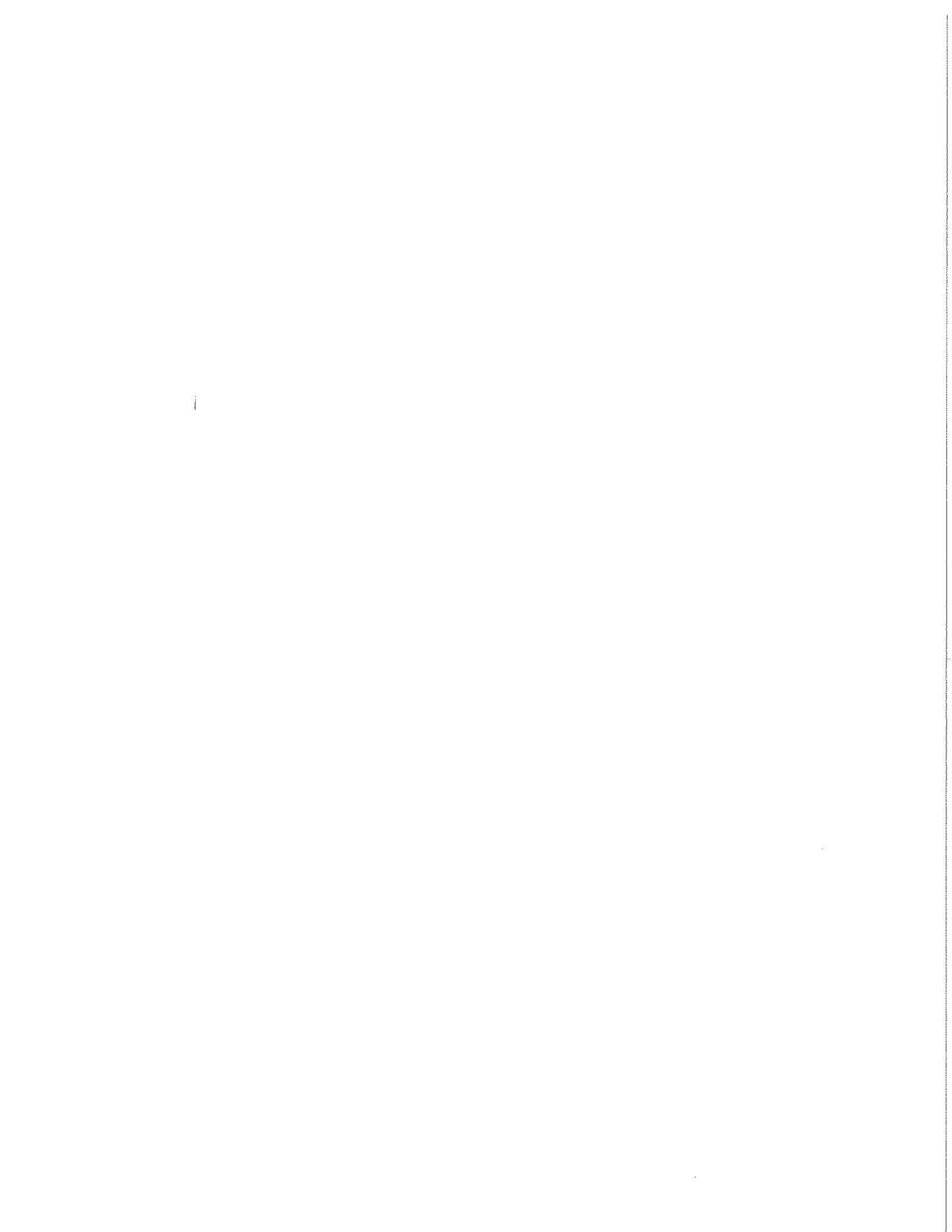
TSB

CH

TR

30.0'

# ATTACHMENT 6





ORDINANCE NO. 2837

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING AMENDMENT NO. A-006-2014 ESTABLISHING OVERLAY DESIGN STANDARDS FOR SIGNS GENERALLY WITHIN THE INTERNATIONAL WEST MIXED USE AREA AND PROVIDING FOR REPLACEMENT OF NONCONFORMING SIGNS

**CITY ATTORNEY SUMMARY**

***This Ordinance implements an overlay for sign design standards for an area generally consisting of the area covered by what is referred to as the International West Mixed Use Area in the General Plan and to provide for replacement of older signs which do not conform with the new design standards. This Ordinance confirms the City has completed the required identification and inventory of signs that were illegal or abandoned prior to the adoption of this Ordinance or will be made nonconforming by this Ordinance and subject to replacement and will pay fair and just compensation when required for the replacement of signs.***

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, the proposed Ordinance (Amendment No. A-006-2014) was initiated by the City of Garden Grove;

WHEREAS, the General Plan's International West Mixed Use Area (hereafter, "International West Area") was created to, among other things, increase opportunities for businesses, to establish design guidelines to improve older commercial, office and residential uses, to improve both the visual and functional attributes of the Area, and to establish a sense of place and continuity and consistency of development standards;

WHEREAS, the General Plan and this Ordinance, which implements sign design standards for an area generally contiguous with the International West Area, are designed to increase the opportunities for businesses in the area to take advantage of the proximity of the area to major tourist destination resorts and to provide lodging, eating, and other service type amenities for visitors to the area;

WHEREAS, many of the properties located within the area covered by this Ordinance have signs which are over thirty-five (35) years old and their appearance is not in keeping with the policies and purposes set forth in the City's General Plan;

WHEREAS, the replacement of aging signs within and near to the International West Area with signs meeting the requirements of this Ordinance will improve the overall aesthetics of the area and contribute to the opportunities for businesses therein to provide services to, and be benefitted by, tourists and other visitors that are drawn to the area;

WHEREAS, the area covered by this Ordinance lies entirely within a Redevelopment Project Area and is shown on the map attached hereto as Exhibit 1;

WHEREAS, following a Public Hearing held on March 20, 2014, the Planning Commission adopted Resolution No. 5811-14 recommending approval of Amendment No. A-006-2014;

WHEREAS, pursuant to a legal notice, a Public Hearing regarding the proposed adoption of this Ordinance was held by the City Council on April 22, 2014, and all interested persons were given an opportunity to be heard;

WHEREAS, in accordance with Business and Professions Code Section 5491.1(c)(1), the City Council held a Public Hearing and determined there is a need for this Ordinance to take effect; and

WHEREAS, the City Council hereby makes the following findings regarding Amendment No. A-006-2014:

A. The Ordinance is internally consistent with the goals, objectives and elements of the City's General Plan and the Harbor Corridor Specific Plan and promotes the public interest, health, safety and welfare. The General Plan identifies the International West Area as an area of critical importance to the City for revitalization and economic stimulus and an area which is ideally suited to capitalize and expand tourist based and entertainment related uses. The Ordinance would provide for a process in which nonconforming signs, many of which are old, not well maintained and intrude into required setbacks and public right of way, could be replaced with signs which conform to the design standards and other provisions of the City's sign code which will improve the aesthetics in the area and contribute to the opportunities for businesses therein to provide services to and be benefitted by tourists and other visitors that are drawn to that area. The Harbor Corridor Specific Plan and the International West Area were created to, among other things, increase opportunities for businesses, to establish design guidelines to improve older commercial, office and residential uses, to improve both the visual and functional attributes of the International West Area and to establish a sense of place and continuity and consistency of development standards. The Ordinance furthers these purposes.

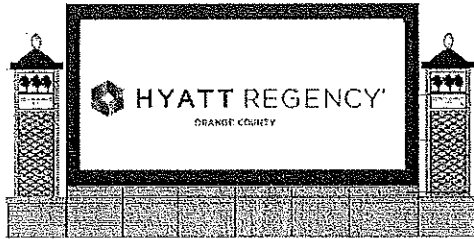
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: A new Section 9.20.045 shall be added to the Garden Grove Municipal Code to provide as follows:

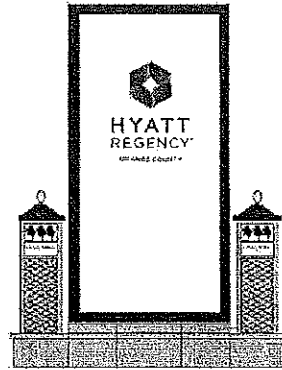
"SECTION 9.20.045: Signs: Overlay Design Standards for the International West Resort Area.

The Harbor Boulevard Sign Overlay Program Guide, which was attached as Exhibit 1 to and deemed to be a part of the Ordinance adopting this Section and is on file with the Community Development Department, shall apply to the placement and design of freestanding signs ("Sign Standards") for properties within the area covered by this Section, as well as to the replacement, when required, of existing freestanding signs, which are currently nonconforming, and those that are made nonconforming by enactment of this Section. A map showing the properties subject to these Sign Standards was included in the Harbor Boulevard Sign Overlay Program Guide attached as Exhibit 1 and deemed to be a part of the Ordinance adopting this section and is on file with the Community Development Department. The properties subject to this Section are generally those properties located along Harbor Boulevard from Wilken Way (city border) to the north side of the Garden Grove Freeway (State Route 22); those properties located on the north side of Garden Grove Boulevard from approximately one thousand (1000) feet west of Harbor Boulevard to approximately Eight hundred fifty (850) feet east of Harbor Boulevard; and those properties located on the south side of Garden Grove Boulevard from approximately four hundred fifty (450) feet west of Harbor Boulevard to approximately twelve hundred feet (1200) feet east of Harbor Boulevard.

A. Any newly constructed freestanding sign or nonconforming freestanding sign, which pursuant to any provision in this Code is required to be replaced with a sign conforming to the Sign Standards, shall conform to the Sign Standards as generally depicted in Sign Type "A" below. If in the determination of the Community Development Director installation of a sign conforming to the Sign Standards in Sign Type "A" would intrude on required setbacks, significantly interfere with the use of or require modification to existing buildings, cause loss of parking so as to render the property nonconforming to parking standards or would substantially interfere with traffic circulation or utilities on the property, a property owner may install a sign conforming to the Sign Standards as generally depicted in Sign Type "B" below. If the installation of a sign conforming to the Sign Standards in Sign Type "B" would still result in an impact noted in this Subsection, the property owner or lessee of the property, as the case may be, may apply for a minor deviation with the City Manager or designee as provided in Section 9.32.030 of this Code; provided that in granting any such minor deviation the City Manager or his designee shall provide relief from the Sign Standards only to the extent necessary to avoid the impacts described in this Subsection and shall otherwise apply the Sign Standards to the fullest extent possible to maintain continuity and consistency with signs conforming to the Sign Standards.



Sign Type "A" (Required)



Sign Type "B" (Per Approval)

B. Properties subject to this Section which are within three hundred (300) feet of the Garden Grove Freeway right-of-way may, in addition to a freestanding sign complying with this Section, have a pole or pylon sign oriented toward the Garden Grove Freeway, which pole or pylon sign shall otherwise comply with applicable provisions of this Code, including, but not limited to, Section 9.20.040A.1. The three hundred (300) foot distance shall be measured in accordance with Section 9.20.040A.1 of this Code.

C. Within the past three (3) years the City has, pursuant to Business and Professions Code Section 5491.1, conducted an identification and inventory of signs which are illegal or abandoned prior to the date this Section was adopted and those that will be made nonconforming by adoption of this Section. Any nonconforming sign which has been in place for fifteen (15) years or more prior to the [*Insert Effective Date of Ordinance*], shall be subject to removal six months after [*Insert Effective Date of Ordinance*]; provided that no such sign shall be required to be removed until the City has provided ninety (90) days written notice that the sign is subject to removal pursuant to the provisions of this Section. Notice of removal shall be provided to the property owner at the address shown on the latest tax assessment roll and to any existing business advertised on the sign as of the date of such notice.

D. Prior to requiring removal of any sign made nonconforming by this Section, to the extent required by state law, the City shall pay fair and just compensation as provided in Chapter 2.5 of the California Business and Professions Code, Sections 5490 et seq.

Section 2. Subsection 9.20.030.J is deleted in its entirety and replaced with the following:

"J. Abandoned Signs. Nonconforming signs advertising businesses that have not operated for ninety days or more on the premises shall be considered abandoned, including their structural members. The property owner shall remove

such signs, including their structural members. If the sign is not removed, or if a permit to reface is not on file with the City within the above-referenced ninety (90) day period, the sign shall be subject to removal by the City after notice and hearing to the property owner. The planning commission may grant only one extension of up to ninety (90) days, but in no case shall the grant of such an extension result in permitting the sign to remain more than three hundred sixty (360) days from the date it was deemed abandoned under this subsection.

Section 3. A new Subsection 9.20.040A.1.c.2 is added to the Garden Grove Municipal Code to provide as follows:

"2. The three hundred (300) foot distance shall be measured, as applicable, from the northern edge (for properties north of the Garden Grove Freeway) or from the southern edge (for properties south of the Garden Grove Freeway) of the Garden Grove Freeway right of way, excluding from such measurement any Garden Grove Freeway on or off-ramps, to the property line which is nearest the Garden Grove Freeway."

Section 4. Subsection 9.36.100A.2 is deleted in its entirety.

Section 5. This Ordinance is categorically exempt from the California Environmental Quality Act pursuant to a number of categorical exemptions including Title 14, California Code of Regulations, Section 15302, which exempts the replacement of existing commercial structures of substantially the same size, purpose, and capacity; Section 15303(e), replacement of accessory structures; Section 15311(a) construction or placement of minor structures including on-premise signs; and Section 15061, which provides that if there is no reasonable possibility that the activity will have a significant effect on the environment then it is not subject to CEQA.

Section 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each other section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 7. Effective Date. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the 13<sup>th</sup> day of May 2014.

ATTEST:

/s/ BRUCE A. BROADWATER  
MAYOR

/s/ KATHLEEN BAILOR, CMC  
CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS:  
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on April 22, 2014, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, JONES, NGUYEN, PHAN, BROADWATER  
NOES: COUNCIL MEMBERS: (0) NONE  
ABSENT: COUNCIL MEMBERS: (0) NONE

and was passed on May 13, 2014, by the following vote:

AYES: COUNCIL MEMBERS: (5) BEARD, JONES, NGUYEN, PHAN, BROADWATER  
NOES: COUNCIL MEMBERS: (0) NONE  
ABSENT: COUNCIL MEMBERS: (0) NONE

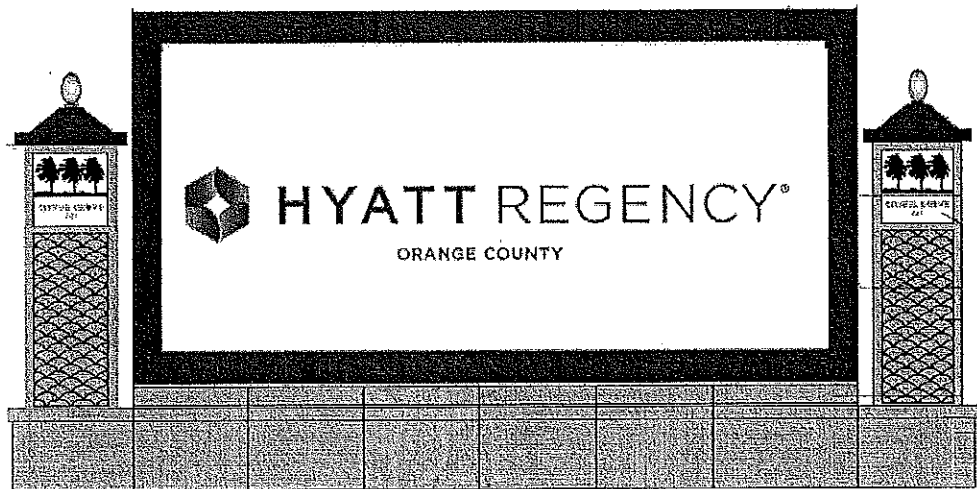
/s/ KATHLEEN BAILOR, CMC  
CITY CLERK

**DRAFT**

**CITY OF GARDEN GROVE**

**HARBOR BOULEVARD SIGN OVERLAY  
PROGRAM GUIDE**

**ORDINANCE NO. 2837  
APPROVED 2014**



# HARBOR BOULEVARD SIGN OVERLAY PROGRAM GUIDE

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# HARBOR BOULEVARD SIGN OVERLAY PROGRAM

## INTRODUCTION

The City of Garden Grove's International West Mixed Use Area and the Harbor Corridor Specific Plan area (hereafter, "Grove District"), is Southern California's ultimate resort destination. The Grove District location provides easy access to the most popular Southern California attractions by way of the OC Trolley, shuttle services, and public transportation systems to Disneyland, Universal Studios, Knott's Berry Farm, Sea World, and miles of sun-filled Orange County Beaches.

The Grove District is home to national brand restaurants and hotels that offer a variety of rooms sizes and rates to meet every tourist and business traveler's need, the Grove District is the place to start, and the place to stay for one's next visit to Southern California and Orange County.

## PURPOSE

The purpose of the Harbor Boulevard Sign Design Standard Overlay Program (Sign Overlay) is to create a consistent visual theme in the Grove District to promote its brand as a premier, urban, resort destination. This is achieved through the establishment of a consistent visual identity program for public and private areas throughout the Grove District. The main components of unifying the visual component will be: landscape, hardscape, street furniture, banners, and signage. The Sign Overlay Program will be implemented in the Grove District, located north of the Garden Grove State Route 22 Freeway along Harbor Boulevard ending at the northern City boundary (see attached list of properties/apn's and map).

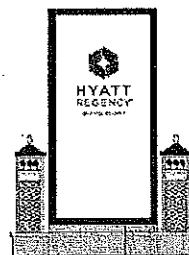
## SIGN TYPE

Private properties will be eligible to install the required all new pre-designed freestanding horizontal monument sign, Sign Type "A" (see below). If in the determination of the Community Development Director construction of Sign Type "A" would result in hitting an existing building, violate setback requirements, substantially impact on-site parking, on-site traffic circulation or utilities, the design standards in Sign Type "B" (see below), which is vertical design shall apply. If these impacts were still present, then the property owner could seek a minor deviation from the design standards with the City Manager or his designee to produce a design that would not cause these impacts, but would still be in keeping with the design standards to the extent possible (see "Hybrid" Sign).

Both sign designs have a cabinet dimension of 5'-0" X 10'-0" with a 5" retainer perimeter. The actual usable copy face is 4'-2" X 9'-2". The maximum image area is approximately 38.64 square feet (available sign area). The cabinet will be installed onto the pre-designed base and column structure and be internally illuminated. The material and method of fabrication will be the same for all monument signs to ensure a consistent quality and appearance. The pre-cast fiber reinforced color concrete column mold will display the embossed fan pattern with a recess 12" X 12" area for the pre-designed imagery tile.



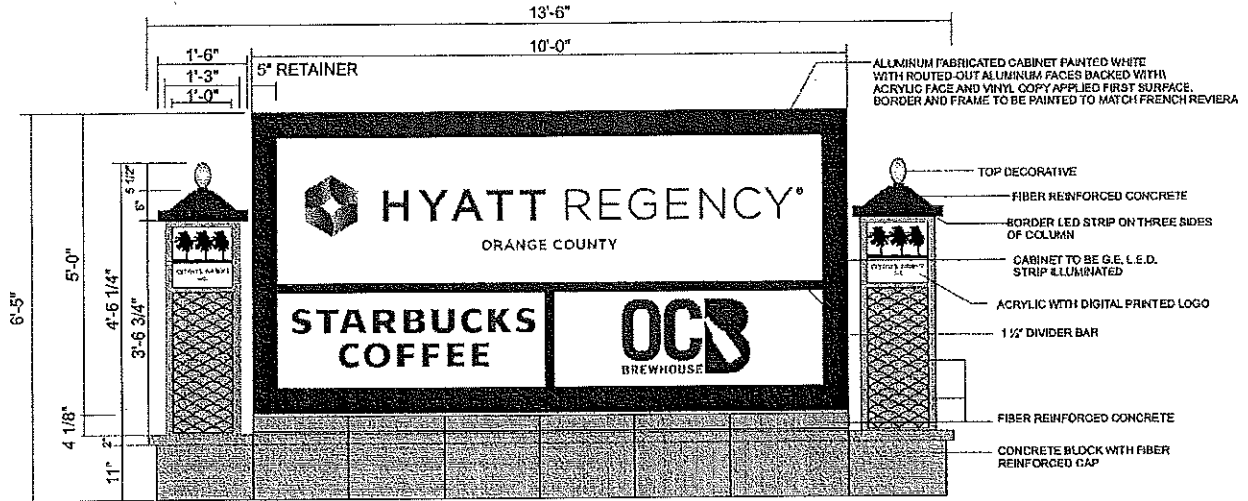
**Sign Type "A" (Required)**



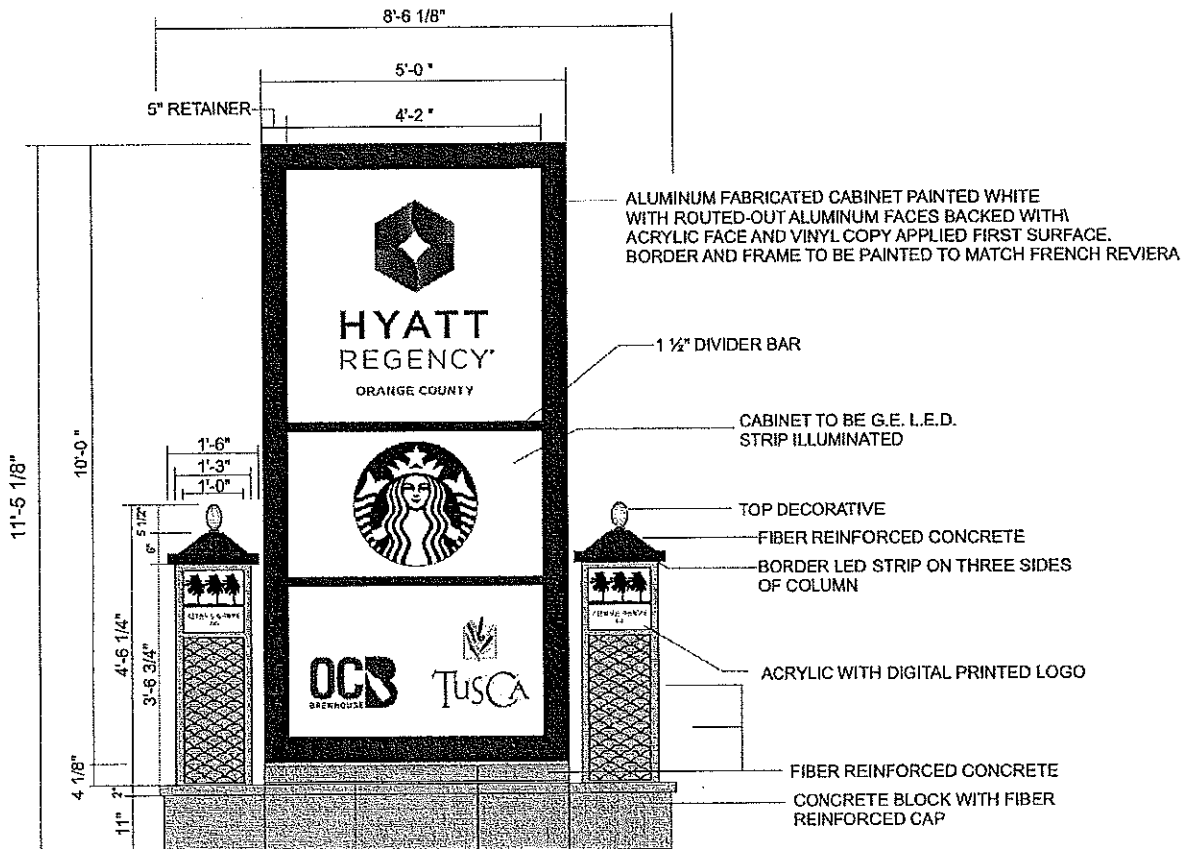
**Sign Type "B" (Requires Approval)**

**SIGN SPECIFICATIONS**

**Sign Type "A" (Required)**







**Type "B" (Requires Approval)**



**SIGN COLORS**

The following table provides the selected colors for the free standing monument sign.

COLOR LEGEND	
	TOP DECORATIVE: GOLD PMS TBD
	CABINET BORDER & COLUMN CAP: PAINT TO MATCH FRENCH REVIERA
	MONUMENT BASES AND COLUMN: PAINT TO MATCH LIGHT TAN PMS TBD
	WHITE ACRYLIC

**SIGN TYPE DETERMINATION**

The non-conforming private properties will be allowed to replace its current number of sign(s) with Sign Type "A" freestanding monument sign.

For the allowable number of signs for new private properties, respective sites will follow the Development Standards, Article VII, Signs, Section 9.16.340, Specific Design Standards.

**Private Property - Corner Lot/Parcel**

A corner lot/parcel may have a monument street sign for each street frontage.

**Private Property - Street Frontage Lot/Parcel**

A street frontage lot/parcel may have a monument street sign for each street frontage.

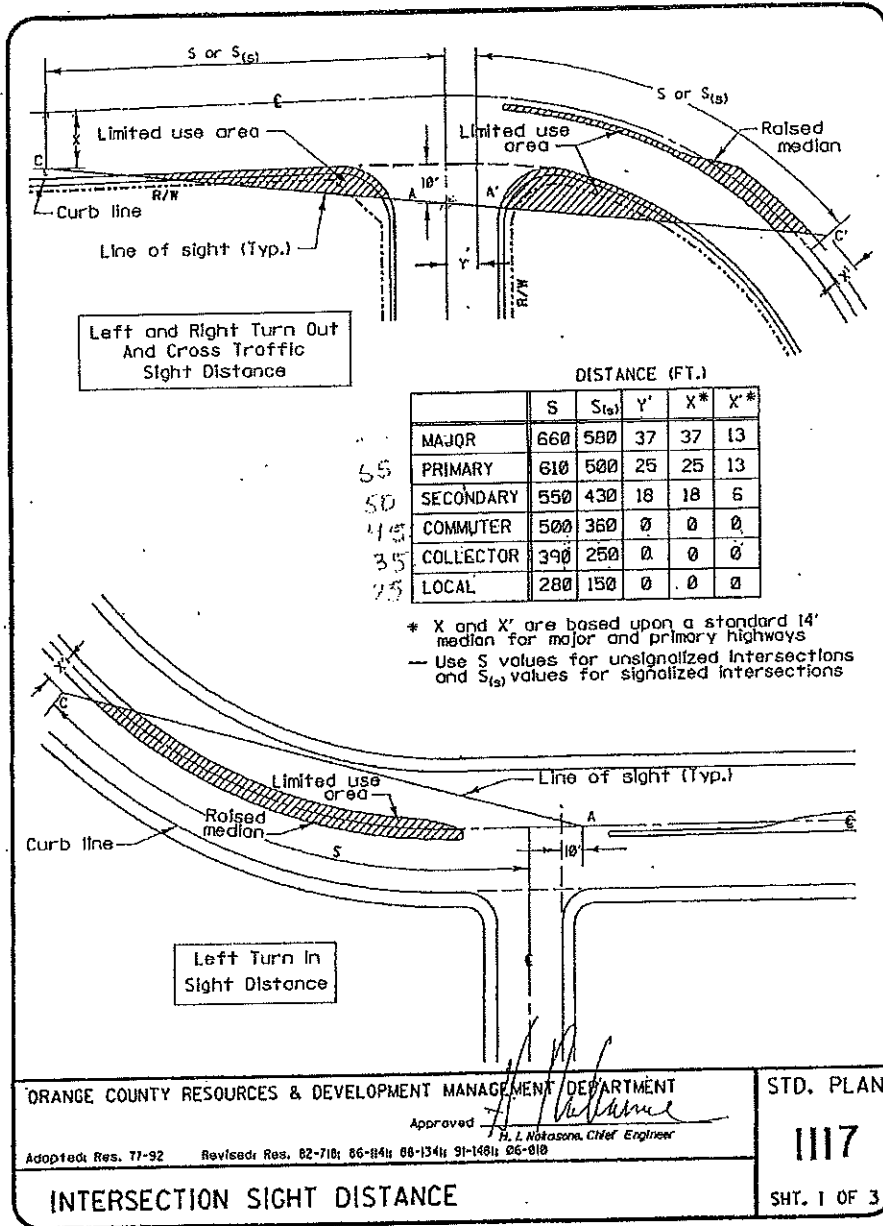
**SIGN PLACEMENT**

The following Sign Placement Chart lists the placement of the freestanding monument sign(s) on the private properties - respective sites:

Front Set-Back (Harbor Blvd)	Side Set-Back	Intersection Sight Clearance	Corner Lot - Sign Orientation to Street	Street Frontage Lot - Sign Orientation to Street
1'-6" from Property Line	15'-0"	See Intersection Sight Distance Section	Angle or Perpendicular	Perpendicular

# INTERSECTION SIGHT DISTANCE

The following Intersection Sight Distance illustrations assist on the placement of the freestanding monument sign(s) on the private properties - respective sites:



ORANGE COUNTY RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Approved: *[Signature]*  
 H. L. Notason, Chief Engineer

Adopted: Res. 77-92    Revised: Res. 82-718; 86-844; 88-1341; 91-1481; 96-818

STD. PLAN

1117

SHT. 1 OF 3

INTERSECTION SIGHT DISTANCE

**NOTES:**

1. The distance S represents the intersection sight distance measured along the centerline of the road. The intersection sight distance is the distance required to allow 7/2 seconds for the driver on the cross road (or left turn pocket) to safely cross the main roadway or turn left while the approach vehicle travels at the assumed design speed of the main roadway.
2. The distance S should be increased by 20% from the amount shown on the table on sustained downgrades steeper than 3% and longer than one mile.
3. Points A and A' are the locations of a driver's line of sight (3.5 foot eye height) to oncoming vehicles (4.25 foot object height) located at Points C and C' while in a vehicle at an intersection 10 feet back from the projection of the curb line. In no case shall Points A or A' be less than fifteen feet from the edge of the traveled way.
4. The distance Y' is the distance measured from the centerline of the main road to the far right through travel lane. The distance Y is equal to zero for T-intersections. The distance X is the distance measure from the centerline of the main road to the center of the far right through travel lane. The distance X' is the distance measured from the centerline of the main road to the center of the travel lane nearest the centerline of the road.
5. The Limited Use Area is determined by the graphical method using the appropriate distances given in the above table. It shall be used for the purpose of prohibiting or clearing obstructions in order to maintain adequate sight distance at intersections.
6. The Line of Sight line shall be shown at intersections on all landscaping plans, grading plans and tentative tract plans where safe sight distance is questionable. In cases where an intersection is located on a vertical curve, a profile at the line of sight may be required.
7. Obstructions such as bus shelters, walls or landscaping within the Limited Use Area which could restrict the line of sight shall not be permitted.
  - a. Plants and shrubs within the Limited Use Area shall be of the type that will grow no higher than 12 inches above the ground and shall be maintained at a maximum height of 12 inches above the ground. Maintenance at a lower height may be required on crest vertical curves per Note 6 above.

ORANGE COUNTY RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Approved

*H. L. Hatzisone, Chief Engineer*

Adopted: Res. 77-92 Revised: Res. 82-718; 86-114; 88-134; 91-148; 96-810

STD. PLAN

1117

INTERSECTION SIGHT DISTANCE

SHT. 2 OF 3

- b. A profile of the line of sight may be required to verify 12" minimum vertical clearance above variable height obstructions such as slope landscaping, plants and shrubs.
  - c. The toe of slope may encroach into the Limited Use Area provided that the requirements of (b) above are satisfied.
  - d. In lieu of providing a profile of the line of sight, the toe of slope shall not encroach into the Limited Use Area, and the Limited Use Area shall slope at 2% maximum to the roadway.
8. Trees shall not be permitted within any portion of the Limited Use Area.
  9. Median areas less than six (6) feet in width shall be paved with concrete per Standard Plan 1114.
  10. Residential driveways serving four or more units and commercial driveways shall be treated as a local street intersection.

ORANGE COUNTY RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Approved

*H. L. Hatzisone, Chief Engineer*

Adopted: Res. 77-92 Revised: Res. 82-718; 86-114; 88-134; 91-148; 96-810

STD. PLAN

1117

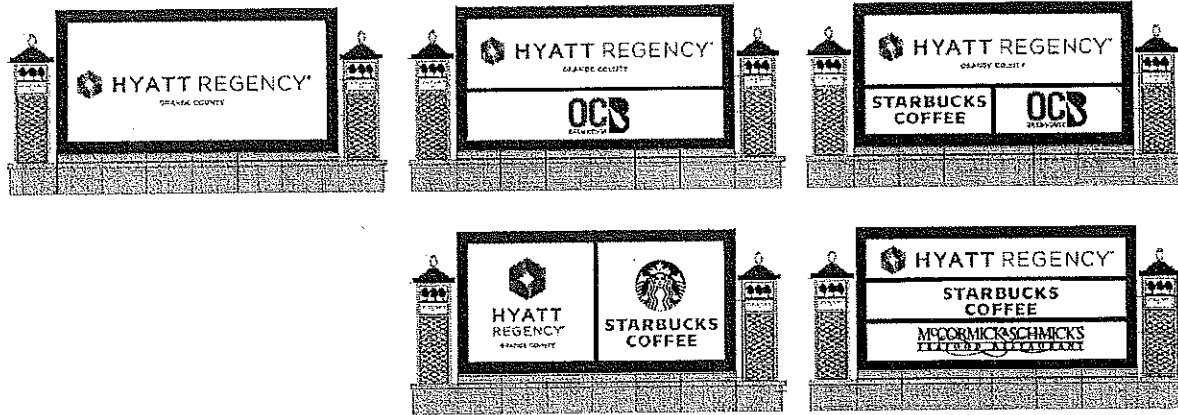
INTERSECTION SIGHT DISTANCE

SHT. 3 OF 3

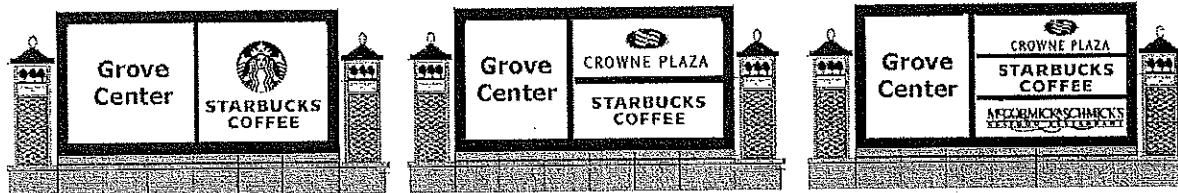
**CABINET COPY FACE**

**Sign Type "A" - Required Sign**

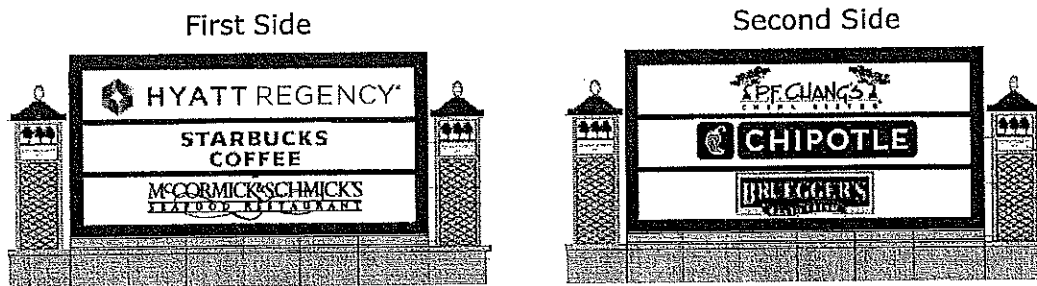
Examples of copy face layouts, one (1) to three (3) establishments, maximum five (5).



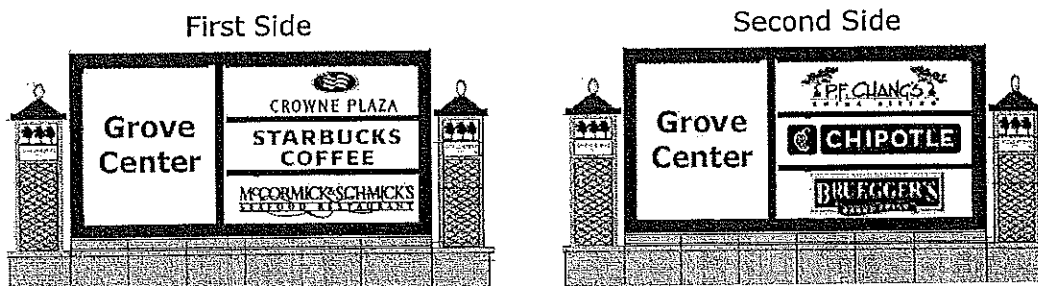
Examples of copy face layouts with Center/Plaza name.



Example of copy face layout with six (6) listed establishments, three (3) on each side.

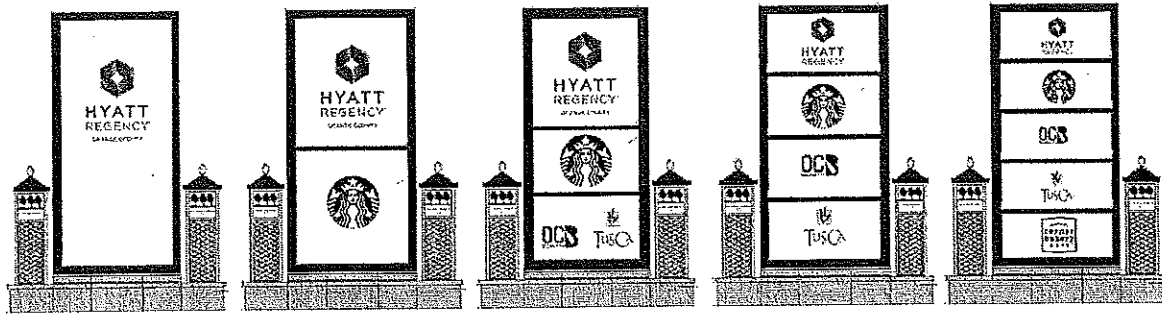


Example of copy face layout with Center/Plaza name six (6) listed establishments.



**Sign Type "B" – (Requires Approval)**

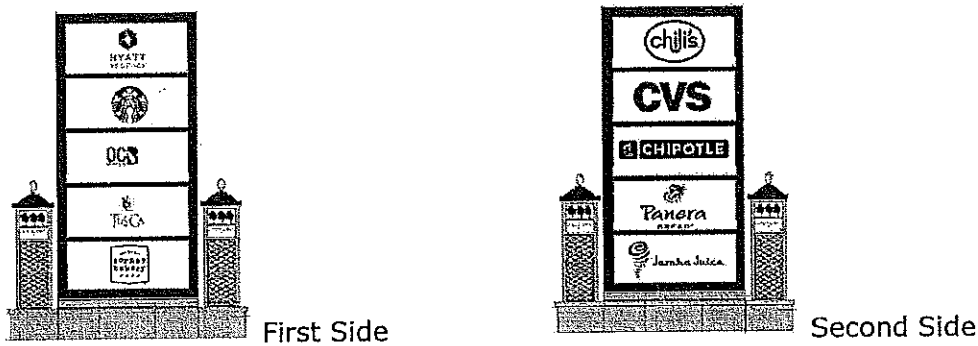
Examples of copy face layouts, one (1) to a maximum of five (5) establishments.



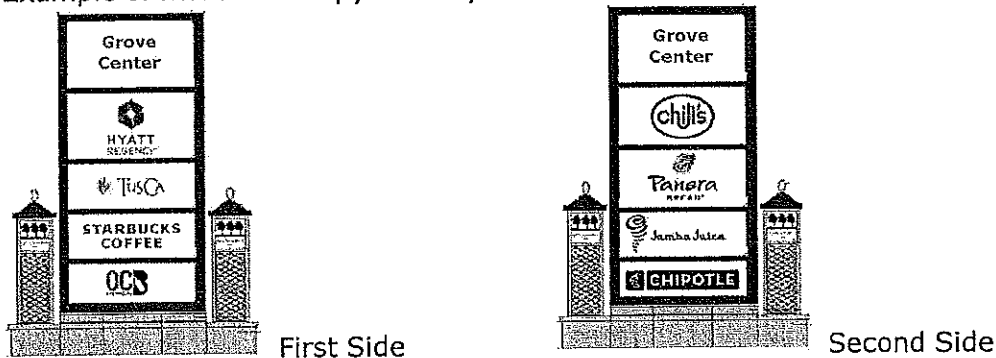
Examples of copy face layouts with Center/Plaza name.



Example of maximum copy face layout with ten (10) establishments, five (5) on each side.



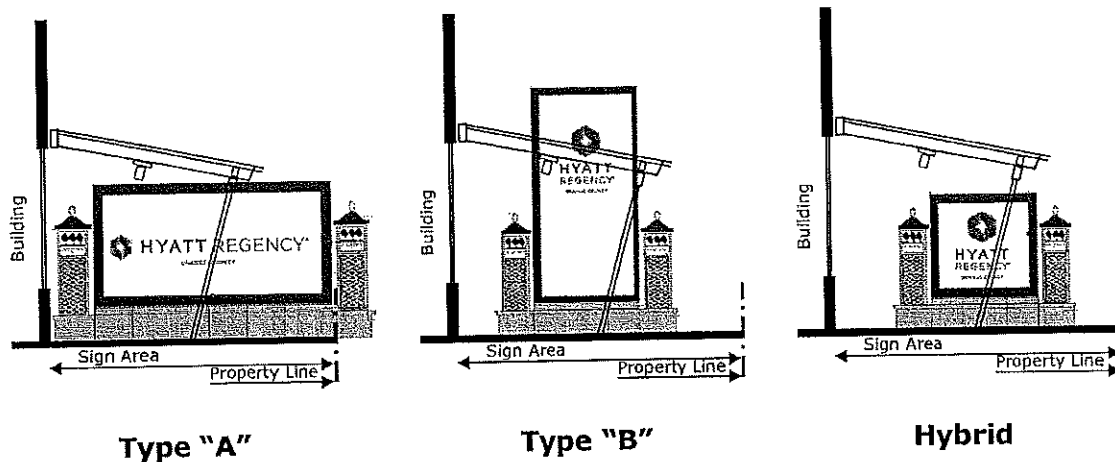
Example of maximum copy face layout with Center/Plaza name, eight (8) establishments.



### **HYBRID SIGN (Minor Deviation Approval)**

For private properties - lots/parcels eligible to install the required all new pre-designed freestanding horizontal monument sign, Sign Type "A" (see below). However, if in the determination of the Community Development Director construction of Sign Type "A" would result in hitting an existing building, violate setback requirements, substantially impact on-site parking, on-site traffic circulation or utilities, the design standards in Sign Type "B" (see below), which is vertical design, shall apply.

If these impacts were still present, then the property owner could seek a minor deviation from the design standards with the City Manager or his designee to produce a design that would not cause these impacts, but would still be in keeping with the design standards to the extent possible (see below).



### **RESORT HOTELS**

For private properties - lots/parcels proposing resort hotels on five (5) acres or larger, property owners may request a sign modification allowance review with the City Manager of his designee, who shall have the discretion to approve or deny the sign modification request.

### **MODIFICATION REQUEST**

Any property owner can request for a sign modification with the City Manager of his designee, who shall have modification request.

### **LIST OF PROPERTIES WITH SIGNS SUBJECT TO THE ORDINANCE**




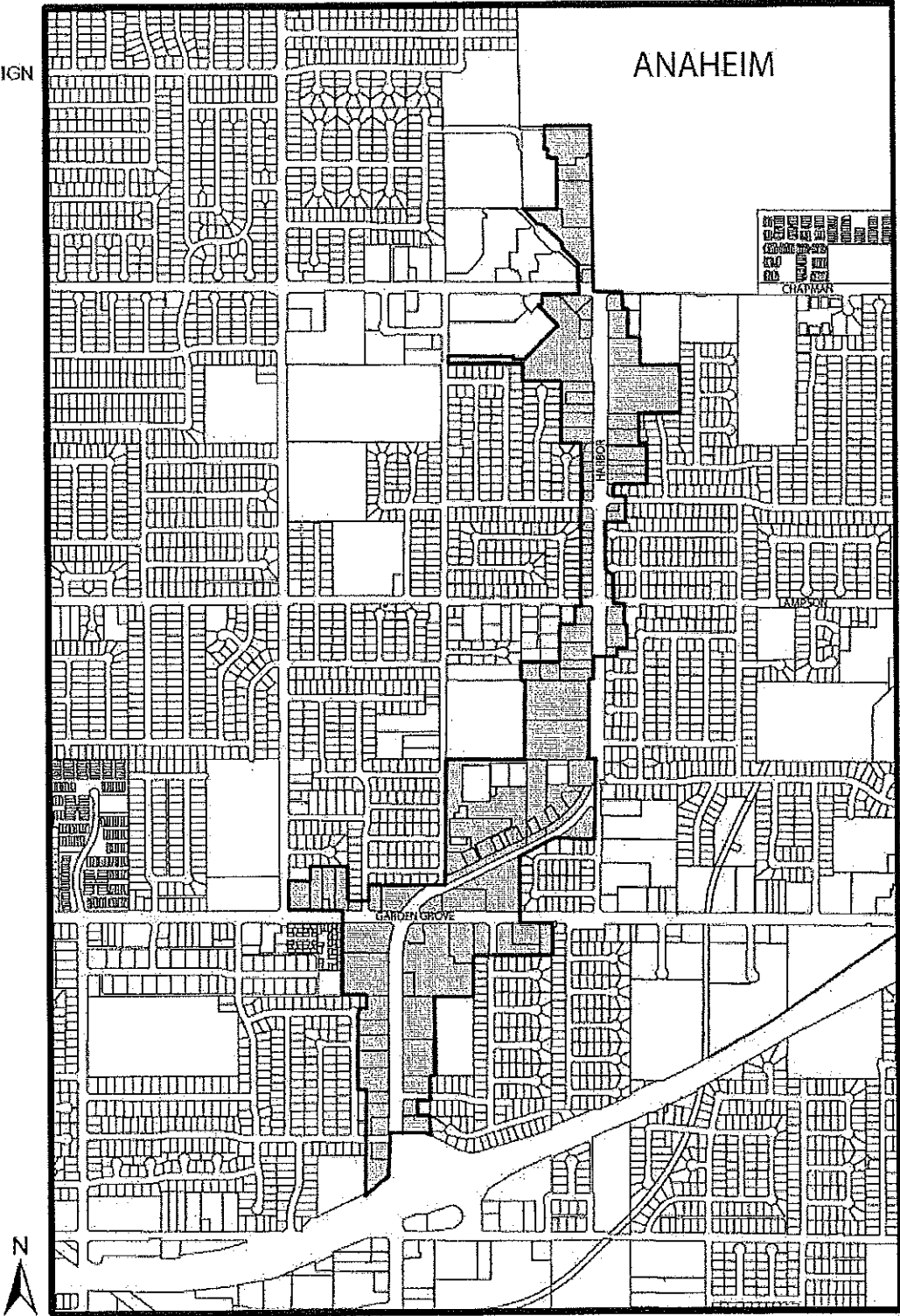
No.	Street Number	Street Name	City	APN
1	11777 - 11851	Harbor	Garden Grove	233-182-05,06,07
2	11931	Harbor	Garden Grove	233-171-30
3,4,	100 11891	Plaza Alicante Harbor	Garden Grove Garden Grove	233-171-17 233-171-29
5	12002	Harbor	Garden Grove	231-491-03
6	12032	Harbor	Garden Grove	231-491-04
7	12100 - 12112	Harbor	Garden Grove	231-491-01,06,07
8	12100 - 12112	Harbor	Garden Grove	231-491-01,06,07
9	12241 - 12171	Harbor	Garden Grove	231-471- 01,02,03,04,05
10	12522 12342	Twintree Lane Harbor	Garden Grove	231-525-01
11	12341	Harbor	Garden Grove	231-472-01
12	12401	Harbor	Garden Grove	231-451-38
13	12461	Harbor	Garden Grove	231-451-33
14	12471	Harbor	Garden Grove	231-451-32
15	12494	Harbor	Garden Grove	231-531-16
16	12521	Harbor	Garden Grove	231-441-36
17	12502	Harbor	Garden Grove	231-541-01
18	12531	Harbor	Garden Grove	231-441-37
19	12542	Harbor	Garden Grove	231-541-27
20	12569	Harbor	Garden Grove	231-441-38
21	12571	Harbor	Garden Grove	231-441-38
22	12751 - 12766	Harbor	Garden Grove	231-421-01
23	12851	Harbor	Garden Grove	231-421-07
24	12831	Palm	Garden Grove	231-422-01
25	12861	Harbor	Garden Grove	231-421-08
26	12831	Palm	Garden Grove	231-422-01
27	12871	Harbor	Garden Grove	231-421-11
28	12879	Harbor	Garden Grove	231-411-13
29	12901	Harbor	Garden Grove	231-411-13
30	12905	Harbor	Garden Grove	231-411-12
31	12936	Harbor	Garden Grove	231-412-01
32	12909	Harbor	Garden Grove	231-561-11
33	12936	Harbor	Garden Grove	231-412-01
34	12952	Harbor	Garden Grove	231-561-11
35	12251	Garden Grove	Garden Grove	231-412-02
36	12161	Garden Grove	Garden Grove	231-404-12
37	13011	Harbor	Garden Grove	100-501-27
38	13000	Harbor	Garden Grove	101-621-16
39	13100	Harbor	Garden Grove	101-621-13
40	13141	Harbor	Garden Grove	100-335-25
41	13171	Harbor	Garden Grove	100-335-30
42	13171	Harbor	Garden Grove	100-335-30
43	13211 - 13233	Harbor	Garden Grove	100-335-34
43	13220	Harbor	Garden Grove	101-621-20
44	13225	Harbor	Garden Grove	100-345-23
45	13231	Harbor	Garden Grove	100-345-23
46	13242	Harbor	Garden Grove	101-631-12
47	13281, 13271,	Harbor	Garden Grove	100-345-21

	13287			
48	13282	Harbor	Garden Grove	101-633-25
49	13291	Harbor	Garden Grove	100-345-18
50	13302	Harbor	Garden Grove	101-633-27
51	13321	Harbor	Garden Grove	100-345-19
52	13361	Harbor	Garden Grove	100-347-15
53	12302	Garden Grove	Garden Grove	101-612-01
54	12332	Garden Grove	Garden Grove	101-611-78
55	12372	Garden Grove	Garden Grove	101-611-02
56	12382	Garden Grove	Garden Grove	101-611-01
57	12141	Garden Grove	Garden Grove	261-404-13
58	12051	Garden Grove	Garden Grove	231-392-26
59	12051	Garden Grove	Garden Grove	231-392-26
60	12041	Garden Grove	Garden Grove	231-392-24
61	12041	Garden Grove	Garden Grove	231-392-24
62	12011	Garden Grove	Garden Grove	231-392-28
63	12011	Garden Grove	Garden Grove	231-392-28
64	12011	Garden Grove	Garden Grove	231-392-28

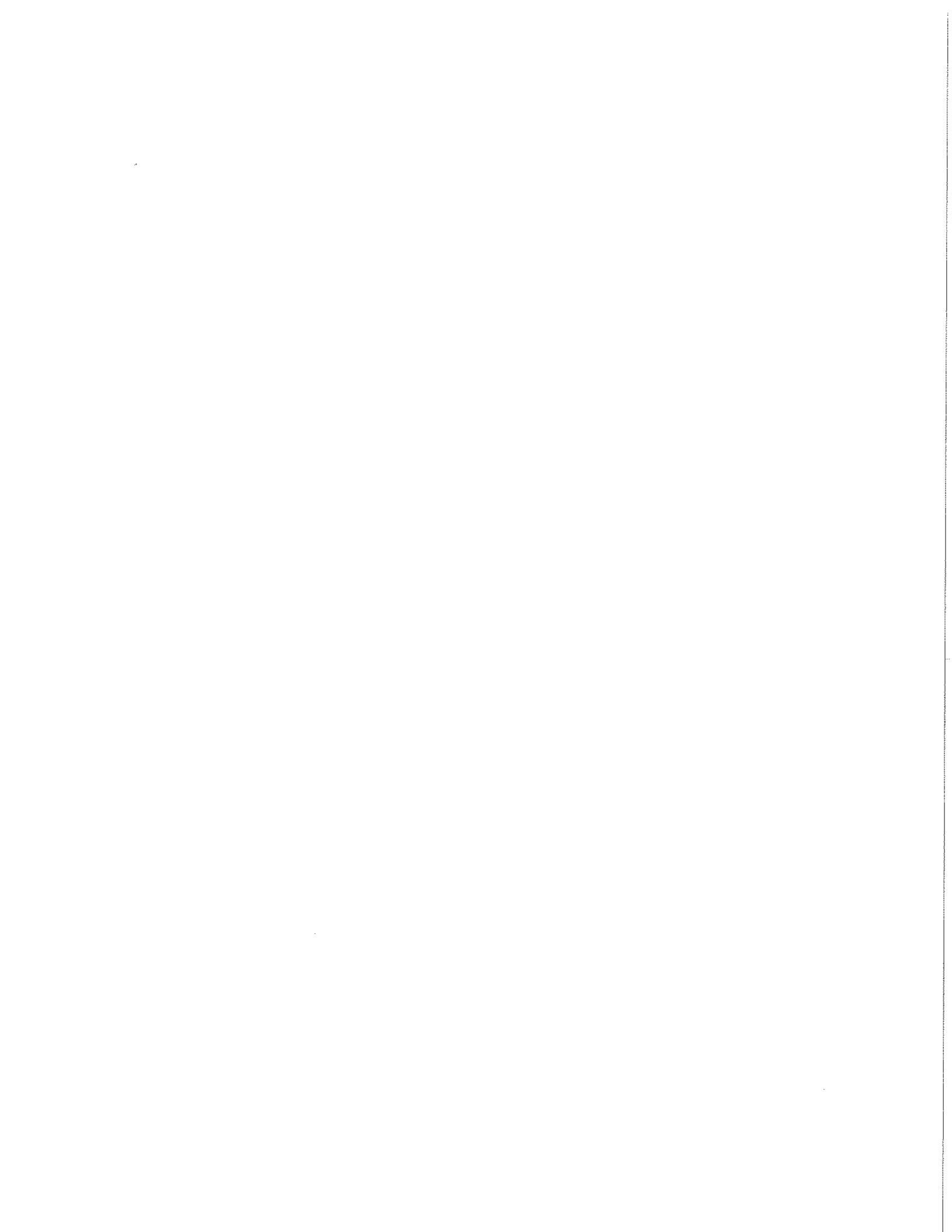
**REFERENCE MAP OF PROPERTIES WITH SIGNS SUBJECT TO THE ORDINANCE**

# City of Garden Grove Grove District Sign Overlay

 GROVE DISTRICT SIGN  
OVERLAY



# ATTACHMENT 7



RESOLUTION NO. 5842-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE DENYING VARIANCE NO. V-010-2015, A REQUEST TO DEVIATE FROM THE SIGN DESIGN AND REMOVAL REQUIREMENTS OF GARDEN GROVE MUNICIPAL CODE SECTION 9.20.045 IN ORDER TO ALLOW THE EXISTING NONCONFORMING FREESTANDING PYLON SIGN LOCATED AT 12461 HARBOR BOULEVARD (ASSESSOR'S PARCEL NO. 231-451-33) TO REMAIN IN ITS CURRENT LOCATION, PARTIALLY WITHIN THE HARBOR BOULEVARD RIGHT-OF-WAY.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in a regular session assembled on March 5, 2015, does hereby deny Variance No. V-010-2015 for a property located on the west side of Harbor Boulevard, north of Lampson Avenue, at 12461 Harbor Boulevard, Assessor's Parcel No. 231-451-33.

BE IT FURTHER RESOLVED in the matter of Variance No. V-010-2015, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Inge Realty/Sophie Inge ("Applicant").
2. The Applicant is requesting approval of a Variance to deviate from the sign design and removal requirements of Garden Grove Municipal Code Section 9.20.045, in order to allow the existing nonconforming freestanding pylon sign, located at 12461 Harbor Boulevard (Assessor's Parcel No. 231-451-33), to remain in its current location, partially within the Harbor Boulevard right-of-way. On May 13, 2014, the Garden Grove City Council adopted Ordinance No. 2837, enacting Municipal Code Section 9.20.045 and adopting specified standards for the placement of design of freestanding signs ("Sign Standards") for specified properties located along or near Harbor Boulevard, north of the Garden Grove Freeway, including the Applicant's property. Pursuant to Municipal Code Section 9.20.045, existing freestanding signs that have been in place for 15 years or more prior to the effective date of Ordinance No. 2837, and which do not conform to the Sign Standards, are subject to removal and replacement, provided the City pays the owner fair and just compensation to remove and replace the sign with one that conforms to the Sign Standards. The subject sign is an approximately forty-foot (40'-0") tall pylon sign that does not conform to the Sign Standards and which has been in place since approximately 1965. The subject sign is also partially located within the existing public right-of-way. The applicant is requesting relief from the provision of Municipal Code Section 9.20.045 authorizing the City to require the removal of its nonconforming sign upon payment of fair and just compensation by the City and to keep the sign in its current location.
3. Because the application is denied, the project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15270(a).

4. The subject property has a General Plan designation of International West Mixed Use, is zoned PUD-121-98 (Planned Unit Development), and is subject to the Sign Standards adopted pursuant to Ordinance No. 2837 and the provisions of Garden Grove Municipal Code Section 9.20.045.
5. Existing land use, zoning, and General Plan designation of the subject property, and property in the vicinity of the subject property, have been reviewed.
6. The Report submitted by the City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on March 5, 2015, and the Applicant and all other interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting on March 5, 2015.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.32.030 are as follows:

FACTS:

The property to which the application relates is a 5,961 square foot lot, located on the west side of Harbor Boulevard, north of Lampson Avenue, at 12461 Harbor Boulevard (Assessor's Parcel No. 231-451-33). The property is improved with an existing one-story office building, occupied and operated by Inge Realty, a real estate agency. The property has a General Plan Land Use Designation of International West Mixed Use and is zoned PUD-121-98 (Planned Unit Development). The property abuts PUD-121-98 zoned properties to the north, west, and south, and HCSP-TZN (Harbor Corridor Specific Plan - Transition Zone North) zoned properties, across Harbor Boulevard, to the east.

In the early 1960's, the Garden Grove City Council approved applications to re-zone certain properties along the west side of Harbor Boulevard, including the subject property, from residential to commercial. One condition of the City's approval of the requested re-zone was that Harbor Boulevard be dedicated sixty (60) feet west of centerline. With respect to the subject property, this was effectuated through the recording of two easement deeds granting the City perpetual easements and rights-of-way for street and highway purposes over the easterly twenty (20) feet of the property, up to the current ultimate Harbor Boulevard right-of-way line. These two easement deeds, which were executed by Oliver V. Inge and Robert E. Inge, the then owners of the subject property, were recorded on February 14, 1962 and May 13, 1965, respectively.

The sign that is the subject of this application was installed on the easterly property line of the subject property in or about September or October 1965. Historical records suggest the City administratively approved a building permit and electrical permit for the sign. The sign is an approximately 250 square foot, horizontally oriented, freestanding pylon sign with a large vertical "I" installed on top. With the letter "I" installed on top of the sign, the overall height of the freestanding pylon sign is approximately forty feet (40'-0").

The sign was partially installed within the easement area covered by the May 13, 1965 easement deed to the City and currently partially encroaches within the ultimate Harbor Boulevard right-of-way. Specifically, one of the sign's posts (or pylons) is located just within the right-of-way, and a portion of the sign face (including the "I") overhangs the right-of-way line by approximately 8.3 feet.

The City of Garden Grove recently commenced construction of the Harbor Boulevard Landscape Improvement Project. As part of this project, the City intends to install new and improved landscaping, sidewalks, and lighting within the dedicated Harbor Boulevard right-of-way up to the ultimate right-of-way line, including in the area adjacent to the applicant's property. The location of the applicant's existing sign and footings within the dedicated right-of-way interferes with completion of the pending City project as designed.

On May 13, 2014, the Garden Grove City Council adopted Ordinance No. 2837 (part of Amendment No. A-006-2014). Ordinance No. 2837 enacted Municipal Code Section 9.20.045. Section 9.20.045 implements a zoning overlay creating comprehensive uniform sign placement and design standards for freestanding signs ("Sign Standards") located in an area generally consisting of the area designated as the International West Mixed Use Area in the General Plan's Land Use Element and generally referred to as the "Grove District." Section 9.20.045 also provides for removal and replacement of older signs, which do not conform with the new Sign Standards, at the City's cost, in accordance with the process expressly authorized by State law. In adopting Ordinance No. 2837, the City Council expressly found that:

- the General Plan's International West Mixed Use Area was created to, among other things, increase opportunities for businesses, to establish design guidelines to improve older commercial, office, and residential uses, to improve both the visual and functional attributes of the Area, and to establish a sense of place and continuity and consistency of development standards;
- the General Plan and Ordinance, which implements sign design standards for an area generally contiguous with the International West Area, are designed to increase the opportunities for businesses in the area to take advantage of the proximity of the area to major tourist destination resorts and to provide lodging, eating, and other service type amenities for visitors to the area;



- many of the properties located within the area covered by the Ordinance have signs which are over 35 years old and their appearance is not in keeping with the policies and purposes set forth in the City's General Plan; and
- the replacement of aging signs within and near to the International West Area with signs meeting the requirements of the Ordinance will improve the overall aesthetics of the area and contribute to the opportunities for businesses therein to provide services to, and be benefitted by, tourists and other visitors that are drawn to the area.

The Sign Standards are described in the Harbor Boulevard Sign Overlay Program Guide (the "Program Guide"), which is incorporated into Municipal Code Section 9.20.045. According to the Program Guide, the purpose of the Sign Overlay is to create a consistent visual theme in the Grove District to promote its brand as a premier, urban, resort destination. The Sign Standards generally provide for all freestanding signs in the Grove District to be monument signs of a specified design, size, and color pattern. Private property owners are eligible to install the required pre-designed freestanding horizontal monument sign depicted as Sign Type "A" in Section 9.20.045 and the Program Guide. If in the determination of the Community Development Director installation of a sign conforming to the sign standards in Sign Type "A" would intrude on required setbacks, significantly interfere with the use of or require modification to existing buildings, cause loss of parking so as to render the property nonconforming to parking standards or would substantially interfere with traffic circulation or utilities on the property, a property owner may install a vertical monument sign conforming to the sign standards as generally depicted as Sign Type "B" in Section 9.20.045 and the Program Guide. If these impacts were still present, then the property owner may seek a minor modification from the design standards to produce a design that would not cause these impacts, but would still be in keeping with the design standards to the extent possible (i.e., a "Hybrid" Sign).

Pursuant to the Program Guide, both Sign Types A and B have a cabinet dimension of 5'-0" X 10'-0" with a 5" retainer perimeter. The actual usable copy face is 4'-2" X 9'-2". The maximum image area is approximately 38.64 square feet (available sign area). The cabinet is to be installed onto the pre-designed base and column structure and be internally illuminated. Inclusive of all structural elements, a Sign Type A sign is approximately 6 ½ feet tall, and a Sign Type B sign is approximately 11 ½ feet tall. The pre-cast fiber reinforced color concrete column mold is to include an embossed fan pattern with a recess 12" X 12" area for pre-designed imagery tile. To ensure a consistent quality and appearance, the material and method of fabrication is to be the same for all new or replacement monument signs erected within the overlay area.

In accordance with the Program Guide, permitted monument signs must be oriented perpendicular to the street and must be located a minimum of fifteen feet

(15'-0") from side property lines and a minimum of one feet, six inches (1'-6") from the front property (ultimate public right-of-way) line parallel to Harbor Boulevard.

Pursuant to Subsection A of Municipal Code Section 9.20.045, all newly constructed or replacement freestanding signs must be monument signs conforming to the uniform Sign Standards set forth in the Program Guide. In addition, pursuant to Subsections C and D of Section 9.20.045, all existing freestanding signs that have been in place for 15 years or more prior to the effective date of Ordinance No. 2837, and which do not conform to the Sign Standards, are subject to removal and replacement, following written notice from the City, provided the City pays the owner fair and just compensation to remove and replace the sign with one that conforms to the Sign Standards. This procedure is expressly authorized in Chapter 2.5 of the California Business and Professions Code (Sections 5490 *et seq.*), and its purpose is to facilitate the effective implementation of the Harbor Boulevard Sign Overlay Program.

Prior to its adoption, noticed public hearings concerning Ordinance No. 2837 were held before both the Planning Commission and City Council. Representatives of Inge Realty appeared at both public hearings and voiced objections to the Ordinance, its application to the subject property, and the possibility that the City would compel removal of the existing sign. The City Council declined to amend the Ordinance to exempt the applicant's sign from the Sign Standards or to provide an express process allowing for major exceptions to the Sign Standards.

California Government Code Section 65906 places express limitations on the granting of variances. Government Code Section 65906 provides, in pertinent part, as follows:

"Variances from the terms of the zoning ordinances shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated."

In addition to these minimum standards for variances imposed by State law, Garden Grove Municipal Code Section 9.32.030.D.6 contains additional findings that must be made in order to grant a property owner's request for a variance.

FINDINGS AND REASONS:

Based on the totality of information provided, the Planning Commission finds that the following required findings for a Variance cannot be made:

1. Required Finding: That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other property or classes of use in the same vicinity or zone.

Reasons Required Finding Cannot Be Made: The size, shape, topography, location, surroundings, and other physical characteristics of the subject property are not "special" or "exceptional" in comparison to those of other properties within vicinity of the property and the overlay area to which Municipal Code Section 9.20.045 applies. The physical characteristics of the subject site are similar to numerous other properties within the overlay area.

In support of this required variance finding, the applicant has asserted, among other things, that, unlike certain other businesses on Harbor Boulevard, the Inge Realty business is a stand-alone small business without regional and/or national branding; that the existing sign has historical significance and has sentimental value to its owners; that no other small business subject to Ordinance No. 2837 has a forty-foot (40'-0") tall sign; and that the business of Inge Realty relies heavily on its signage. None of the reasons asserted by the applicant warrant approval of the requested variance.

Although some hotel and retail chains are located on Harbor Boulevard, there are also several other stand-alone small businesses without regional and/or national branding. Inge Realty is a general office type use, which is a common type of use along Harbor Boulevard in this area. This corridor along Harbor Boulevard includes a wide variety of uses, which include commercial and office-type uses. Like Inge Realty, many of the other businesses on Harbor Boulevard are small businesses that likely rely on their signage to attract customers. The Sign Standards and sign removal requirements set forth in Municipal Code Section 9.20.045 apply equally to all of these property owners and businesses.

Subjective sentimental value to the owner is not a legally sufficient justification for granting a variance. In addition, although the applicant subjectively believes its sign is "historically significant," the subject nonconforming sign is not listed on any identifiable local, state, or national historic register, deeming it to be historically significant. Further, when adopting Ordinance No. 2837, the City Council made the policy decision to not expressly exempt the Inge Realty sign, or signs of "historical significance"

generally, from application of the Ordinance. To do so via a variance would be contrary to the intent of the Ordinance.

The fact that the applicant has chosen to maintain a nonconforming pylon sign on its property that is older and larger than the signs erected by other property owners does not constitute the type of "exceptional circumstance or condition applicable to the property" that would justify the granting of a variance.

2. Required Finding: That the requested Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone, but which is denied to the property in question.

Reasons Required Finding Cannot Be Made: The primary purpose of Municipal Code Section 9.20.045 is to implement a program that results in uniform and consistent signage on all properties and business within the overlay area. The Sign Standards and sign removal requirements set forth in Municipal Code Section 9.20.045 apply equally to all property owners within the overlay area subject to this Code Section. A new freestanding sign installed on any other parcel of property within the overlay area must be a monument sign complying with the Sign Standards and may not be located within the dedicated public right-of-way. In addition, to the extent that, like the applicant's property, other properties in the vicinity of the applicant's property and within the overlay area currently contain nonconforming signs that are inconsistent with the Sign Standards, such signs are subject to removal and replacement with conforming signs. Accordingly, other similarly situated property owners do not possess greater property rights vis-à-vis freestanding signage than the applicant does. Conversely, granting the requested variance would give the subject property owner, Inge Realty, certain property rights that are not generally possessed by other similarly situated property owners.

3. Required Finding: The granting of the requested Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.

Reasons Required Finding Cannot Be Made: A primary purpose of Municipal Code Section 9.20.045 and the uniform Sign Standards is to implement a program that results in uniform and consistent signage on all properties and business within the overlay area in an effort to improve both the visual and functional attributes of the area, to establish a sense of place and continuity and consistency of development standards, and to create a consistent visual theme in the Grove District to promote its brand as a premier, urban, resort destination. The City Council made this policy decision only last year, when it enacted Municipal Code Section 9.20.045. Granting the applicant a variance

expressly limiting the City's authority to effectuate removal of the applicant's existing forty-foot (40'-0") tall pylon sign would result in a sign on the subject property that looks vastly different from the signs on other Harbor Boulevard properties, would detract from the aesthetics and design consistency of the area, and would frustrate the primary stated purpose and intended effect of Municipal Code Section 9.20.045. These detrimental and injurious consequences would result even if the sign was moved to another location on the property outside of the public right-of-way.

Further, allowing the applicant to maintain the sign within the public right-of-way would frustrate completion of the City's pending Harbor Boulevard Landscape Improvement Project and the City's intended use of its right-of-way. This would clearly be contrary to the public interest and materially detrimental to the public's welfare. In addition, the variance process is not the appropriate process through which to consider such a request.

4. Required Finding: The granting of such Variance will not adversely affect the comprehensive General Plan.

Reasons Required Finding Cannot Be Made: Ordinance No. 2837 and Municipal Code Section 9.20.045 were expressly adopted in furtherance of, and to implement, the goals, policies, and intent of the International West Mixed Use Land Use designation of the City's General Plan Land Use Element. Granting the requested variance would frustrate the primary purpose of Ordinance No. 2837 and Municipal Code Section 9.20.045 and, thus, would have an adverse effect on implementation of such General Plan goals, policies and intent. Although the applicant subjectively believes its sign is "historically significant," and its preservation would be consistent with certain General Plan policies promoting the preservation of historical resources in the City, the subject nonconforming sign is not listed on any identifiable local, state, or national historic register, deeming it to be historically significant.

5. Required Finding: The granting of the requested variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

Reasons Required Finding Cannot Be Made: The applicant is requesting an exception to the entire zoning scheme established by the adoption of Ordinance No. 2837 and Municipal Code Section 9.20.045 less than one year ago – which exception would be applicable only to the applicant and the applicant's property. If the Planning Commission were to approve the variance requested by the applicant, it would give this single property owner special privileges inconsistent with the uniform Sign Standards and sign removal requirements applicable to all other property owners within the overlay area. The applicant's variance request includes a request to deviate from the setback requirements established in Program Guide and to keep its

existing sign installed within the public right-of-way. To the extent other property owners are not permitted the same exception, the granting of such a request would bestow a highly special privilege on this particular property owner. Even if the applicant was required to move the existing sign to another location on its property outside of the public right-of-way, however, it would still be the beneficiary of special privileges if it is allowed to keep the existing pylon sign when others are not allowed to keep their existing signs. Pursuant to the applicant's requested variance, the applicant would be entitled to have a large forty-foot tall pylon advertising sign on its property, while all other properties within the overlay area could be limited to a much smaller monument sign. Accordingly, the requested variance would be inconsistent with the limitations imposed by California Government Code Section 65906.

#### INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The requested variance does not possess characteristics that would justify the request in accordance with Municipal Code Section 9.32.030.D.6 (Variance).
2. The applicant's request for Variance No. V-010-2015 is denied in its entirety.