

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

City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92702  
Attn: City Clerk

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APN: 400-061-05, 400-061-07, 400-061-08

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §27383

**DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT**

between

**THE CITY OF SANTA ANA**  
**a charter city and municipal corporation of the State of California**  
and

**Central Pointe Phase 1 Development Partners, LP & Central Pointe Phase 2 Development Partners,**  
**LP**

**[Dated as of December 5, 2023]**

## **DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT**

### **1. PARTIES AND EFFECTIVE DATE.**

This Development Impact Fee Deferral Agreement (“Agreement”) is entered into on this 5<sup>th</sup> day of December, 2023, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California (“City”), and Central Pointe Phase 1 Development Partners, LP & Central Pointe Phase 2 Development Partners, LP (“Owner”). City and Owner are sometimes individually referred to herein as “Party” and collectively as “Parties.”

### **2. RECITALS.**

2.1 Owner is the owner of the projects known as Central Pointe Phase 1 and Central Pointe Phase 2 located at 1751 and 1851 E. Fourth Street (collectively, 1801 E. Fourth Street) in Santa Ana, CA (“Projects”) and more particularly described in Exhibit “A” attached hereto. Owner is the developer of the two mixed-use buildings, a 325-unit (Phase I. 1851 E. Fourth Street), and a 319-unit (Phase II, 1751 E. Fourth Street) multi-family development. Both of which consist of retail/restaurant spaces on the first level and Type III-A construction building with 5-level wood frame structure and a concrete parking structure with pool deck and other amenities serving the apartment building with direct access on each level. Owner has received City approval and is in the process of obtaining the building permits;

2.2 Prior to issuance of any building permits, the City currently requires the payment of various development impact fees for all residential projects to help address the impacts of new development;

2.3 On November 3, 2023 Owner submitted a written request formally requesting the deferral of specific development impact fees for the Property pursuant to California Government Code section 66007; and,

2.4 City and Owner desire to execute this Agreement to defer certain development impact fees applicable to the Property and place a lien on the Property to secure payment of these fees, pursuant to the terms and conditions set forth herein.

### **3. TERMS.**

#### **3.1 Deferral of Development Impact Fees.**

3.1.1 *Deferral of Development Impact Fees.* City and Owner agree that the development impact fees (“Subject Fee(s)”) and amount as shown on Exhibit “B,” for the Projects ordinarily due before issuance of a building permit for any new residential units on the Property (including manager’s units) will be deferred until immediately prior to the final inspection or issuance of Certificate of Occupancy (COC), for any new residential units on the Property, whichever occurs first (“Deferral Period”) for each of the two independent project phases described in Section 2.1. City and Owner acknowledge and agree that the City Council may, in its sole and absolute discretion and during a regular, regular adjourned, or a special meeting of the City Council, extend the deadline for payment of the Subject Fees without obtaining the approval of Owner or an amendment or modification of this Agreement. Any extension granted by the City Council pursuant to this Section 3.1.1 shall automatically be deemed to be part of the Deferral Period for purposes of this Agreement.

3.1.2 *Payment of Subject Fees.* Owner, or its successor in interest to the Property or any portion thereof, shall be liable for the payment of the Subject Fees pursuant to this Agreement. The Subject Fees for a residential building constructed between Phases I and II described in Section 2.1 shall be due and payable at the termination of the Deferral Period for each respective project phase. No certificate of occupancy or temporary certificate of occupancy shall be issued for the building, any portion, or any residential units thereof on the Property unless and until all Subject Fees ordinarily required to have been paid absent this Agreement have been paid in full for each respective project phase (Phase I or Phase II). Said Subject Fees shall be due to each Project Phase independently for Phase I and separately for Phase II.

3.1.3 *Subject Fee Amount.* Except as may otherwise be provided for by a statutory development agreement for the Property, as approved by the City, the amount of the Subject Fee for each residential unit to be developed on the Property shall be determined according to the rate of the Subject Fee adopted by the City and in effect on the date when the building permit for the residential building is issued by the City. Upon issuance of each building permit, the City shall complete and attach the form set forth in Exhibit "B" to this Agreement to reflect the amount of the Subject Fee applicable at the time of issuance of that building permit and attach a copy of the building permit, which shall collectively thereafter be incorporated as part of this Agreement.

3.1.4 *Obligation for Payment of Subject Fee.* Owner hereby acknowledges and agrees that Owner's obligation to pay the Subject Fees shall continue and remain an obligation of Owner, or any successors in interest of Owner, including, without limitation, any successor in interest to the Property or any portion of the Property. Without limiting the nature of the foregoing, any Subject Fees that remain unpaid following the time that they are required to be paid may be collected by the City as a personal obligation of the Owner, or any successor of Owner, as a special assessment against the property (collected at the same time and in the same manner as ad valorem property taxes), or by any combination of the foregoing.

3.2 **Covenant of Owner.** Owner covenants that he, she or it is eligible to enter into this Agreement and has fulfilled the requirements for approval of deferral for the Subject Fees. Should Owner and/or the Property be deemed at any time prior or subsequent to execution of this Agreement to be ineligible for a deferral of Subject Fees regardless of whether Owner intentionally or unintentionally misrepresented to the City that Owner was eligible for a deferral of Subject Fees, City may terminate this Agreement and require all Subject Fees ordinarily required to have been paid absent this Agreement to be immediately paid in full.

3.3 **Recordation of Agreement.** Upon the execution of this Agreement, the City shall cause this Agreement to be recorded in the Official Records of the County of Orange, California. All costs assessed by the County of Orange for recordation of this Agreement shall be paid by the Owner.

3.4 **Lien against Property.** From and after its execution, this Agreement shall contractually bind Owner to pay all Subject Fees as provided in this Agreement, and shall constitute a lien against the Property in an amount equal to the total Subject Fees, pursuant to Government Code section 66007(c)(2). Upon payment to City of the total amount of the Subject Fees for the Property, City shall, at the request of the Owner, execute and record in the Official records of the County of Orange, California, a release of the lien from the Property in substantially the form of Exhibit "C" which is attached hereto and incorporated

herein by this reference. At the request of the Owner, the City shall deliver a copy of the executed and recorded release of the lien to Owner.

**3.5 Covenants Run With Land.** Notwithstanding Section 3.6, each and all of the promises, covenants and conditions of this Agreement and all liens against the Property subject to this Agreement shall, as provided in Government Code section 66007, run with the Property and shall be binding upon a party having or acquiring any right, title or interest in or to the Property or any portion thereof.

**3.6 Sale of Property.** Pursuant to Government Code section 66007(c)(3), Owner shall notify City in writing within three (3) business days of the sale or transfer of all or any portion of the Property by Owner.

**3.7 Invalidity of Lien.** The invalidity or unenforceability of any lien provided for under this Agreement shall not affect the contractual obligation of Owner to pay any and all Subject Fees for the Property, nor shall the sale, lease or any encumbrance of the Property release the Owner of this contractual obligation.

**3.8 Rights Not Granted Under Agreement.** This Agreement is not, and shall not be construed to be, and approval or a granting of any right or entitlement (vested or otherwise) by City concerning any development on the Property, or any other project, development or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner from paying any fees for any entitlements, permits, licenses or other approvals that may be required by the City or other public entity with jurisdiction over the Property at the time required by the City or other public entity with jurisdiction over the Property, or any other project development or other construction by Owner. This Agreement does not, and shall not be construed to, exempt Owner from any requirement to obtain permits or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance or operation of the development on the Property or any other project, development or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner or the Property from the application or exercise of the City's or any of its related agencies' power of eminent domain or its police powers, including, but not limited to, the regulation of land uses, and the taking of any actions necessary to protect the health safety and welfare.

**3.9 Cumulative Remedies.** The rights or remedies of the City, as provided in this Agreement, or pursuant to any applicable laws, rules or regulations, may be pursued singly, successively, together or otherwise against the Property, Owner or its transferees, at the sole discretion of the City. The City's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or of the right to exercise them at any later time.

**3.10 Indemnification.** Owner agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees from and against all claims, demands, costs, damages, liabilities and obligations of any kind or nature arising out of the deferral provided by the City to Owner, this Agreement, or both, including without limitation all costs of collection, including actual attorneys' and expert witness fees.

**3.11 Successors and Assigns.** Owner may not assign this Agreement, in whole or in part, without the prior written consent of the City, which may be given, withheld or conditioned in the City's sole and absolute discretion. Any attempt to assign this Agreement without the City's prior written

consent shall be null and void. This Agreement shall be binding on any and all permitted successors and assigns of Owner.

**3.12 Governing Laws.** This Agreement shall be governed by the laws of the State of California, without regard to the conflict of laws principles. The Superior Courts of the State of California in the County of Orange, California, shall have exclusive jurisdiction of any litigation between the City and Owner arising out of this Agreement. Owner hereby expressly waives the provisions of any federal or state law providing for a change of venue to any other state court or to federal district court, due to any reason whatsoever, including without implied limitation the fact that the City is a party to this Agreement, due to any diversity of citizenship between the City and Owner, or due to the fact that a federal question may be involved. Without limiting the generality of the foregoing, Owner expressly waives, to the maximum legal extent, the benefit of California Code of Civil Procedure Section 394 and all other state and federal statutes and judicial decisions of similar effect.

**3.13 Notices.** All notices required to be delivered under this Agreement or applicable law shall be delivered by personal delivery, express mail or by United States mail, certified, postage prepaid. Notices personally delivered or delivered by express mail shall be deemed received upon receipt. Notices delivered by certified mail shall be deemed received the earlier of three (3) days following deposit of such notice with the United States Postal Service or actual receipt. Notices shall be sent as follows:

To City:           City of Santa Ana  
                      Community Development Agency  
                      20 Civic Center Plaza (M-26)  
                      P.O. Box 1988  
                      Santa Ana, CA 92702-1988  
                      Attention: Housing Manager

With Copy to:   Office of City Attorney  
                      City of Santa Ana  
                      20 Civic Center Plaza (M-29)  
                      P.O. Box 1988  
                      Santa Ana, California 92702

To Owner:       Central Pointe Phase 1 Development Partners, LP &  
                      Central Pointe Phase 2 Development Partners, LP  
                      660 Baker Street, Building C-101  
                      Costa Mesa, CA 92626  
                      Attention: Jason Silver

**3.14 Attorneys' Fees and Costs.** Should the City or Owner bring any action or proceeding against the other, and if such action or proceeding is related to the interpretation or enforcement of this Agreement or in any way relates to or arises due to the existence of this Agreement, then the prevailing party in that action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled, its actual litigation costs and attorneys' and expert witness fees. The "prevailing party" shall be as determined by the court in accordance with the

provisions of California Code of Civil Procedure Section 1032. Recoverable litigation costs and attorneys' fees include those incurred by the prevailing party in the enforcement of any judgement or other judicial order, and during, the defense of any appeal taken from such underlying judgement or other judicial order.

3.15 **Entire Agreement.** This Agreement constitutes the entire agreement of City and Owner as to the deferral of impact fees and supersedes all previous agreements, oral or written, on the subject matter of this Agreement.

3.16 **Modification.** This Agreement may be amended or modified only by an agreement in writing signed by each of the parties hereto.

3.17 **Headings.** Section headings contained in this Agreement are for convenience only, and shall not impact the construction or interpretation of an provision.

3.18 **Severability.** If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such provisions or clauses did not exist.


3.19 **Time is of the Essence.** Time is of the essence in this Agreement.

3.20 **No Third Party Beneficiaries.** This Agreement and the performance of the City's and Owner's obligations hereunder are for the sole and exclusive benefit of the City and Owner. No person or entity who or which is not a signatory to this Agreement shall be deemed be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the City or Owner hereunder as a result of the City's or Owner's performance or nonperformance of their respective obligations under this Agreement.

3.21 **Counterparts.** This Agreement may be signed by the Parties in different counterparts and the signature pages combined shall create a single document binding on all parties.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and ear first above written.

<b>ATTEST:</b>  _____ JENNIFER L. HALL City Clerk	<b>CITY OF SANTA ANA</b>  _____ STEVEN A. MENDOZA Acting City Manager
<b>APPROVED AS TO FORM:</b>  SONIA R. CRVALHO City Attorney  By:  _____ Jose Montoya Assistant City Attorney	<b>Central Pointe Phase 1 Development Partners, LP &amp; Central Pointe Phase 2 Development Partners, LP</b>  By: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)



<p><b>RECOMMENED FOR APPROVAL:</b></p>     <hr/> <p>MIMH THAI Executive Director Planning &amp; Building Agency</p>	<p><b>PROPERTY OWNER:</b> Central Pointe Phase 1 Development Partners, LP &amp; Central Pointe Phase 2 Development Partners, LP</p>     <p>By: _____</p>
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

**EXHIBIT "A" TO  
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT  
Legal Description of Property**

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

**PARCEL 1:**

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 85—9, AS EVIDENCED BY DOCUMENT RECORDED

APRIL 21, 1986 AS INSTRUMENT NO. 86—157489 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

ALL OF PARCELS 1, 2, AND 3, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 117, PAGE 12 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID PARCEL 3, SAID LINE BEING ALSO THE NORTHERLY LINE OF FOURTH STREET (100 FEET WIDE), SAID POINT BEING DISTANT S89°Z8'15"W 95.29 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL; THENCE LEAVING SAID LINE AT RIGHT ANGLES, N00°21'4S"W 49.52 FEET; THENCE N45°21'4S"W 364.63 FEET; THENCE S89°46'55"VY 161.56 FEET TO THE VYESTERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE EASTERLY LINE OF MABURY STREET; THENCE S30°14'03"E 340.44 FEET ALONG SAID LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY 26.24 FEET ALONG SAID CURVE AND SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 60°07'42" TO THE SOUTH LINE OF SAID PARCEL; THENCE N89°38'15"E 228.15 FEET ALONG THE SOUTH LINE TO THE POINT OF BEGINNING. BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL 1, SAID EAST LINE BEING ALSO THE WESTERLY LINE OF CABRILLO PARK DRIVE (80 FEET WIDE). SAID POINT BEING N00°16'J5"W 37.69 FEET ALONG SAID LINE FROM THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE LEAVING SAID LINE S89°46'55" W 39.44 FEET; THENCE S44°38'15"W 362.48 FEET; THENCE S00°21'45"E 49.52 FEET TO, AND AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTH LINE N89°38'15"E 270.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, NORTHEASTERLY, AND NORTHERLY 39.23 FEET ALONG SAID CURVE AND SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 89°54'50"; THENCE N00°16'35"W 243.08 FEET ALONG THE EAST LINE OF SAID PARCEL 2 TO THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE CONTINUING N00°16'35"VY 37.69 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 85—9, AS EVIDENCED BY DOCUMENT RECORDED

APRIL 21, 1986 AS INSTRUMENT NO. 86—157489 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 1 AND 2, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 117, PAGE 12 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL 1, SAID EAST LINE BEING ALSO THE WESTERLY LINE OF CABRILLO PARK DRIVE (80 FEET WIDE), SAID POINT BEING N00°16'35"W 37.69 FEET ALONG SAID LINE FROM THE SOUTHEAST CORNER OF SAID PARCEL 1 ; THENCE LEAVING SAID LINE S89°46'55"W 39.44 FEET; THENCE S44°38'15"W 362.48 FEET; THENCE S00°21 '45"E 49.52 FEET TO, AND AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTH LINE N89°38'15"E 270.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, NORTHEASTERLY, AND NORTHERLY 39.23 FEET ALONG SAID CURVE AND SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 89°54'50"; THENCE N00°16'35"W 243.08 FEET ALONG THE EAST LINE OF SAID PARCEL 2 TO THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE CONTINUING N00°16'35"W 37.69 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT NO. 85—9, AS EVIDENCED BY DOCUMENT RECORDED

APRIL 21, 1986 AS INSTRUMENT NO. 86—157489 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 3, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 117, PAGE 12 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID PARCEL 3, SAID LINE BEING ALSO THE NORTHERLY LINE OF FOURTH STREET (100 FEET WIDE), SAID POINT BEING DISTANT S89°28'15"W 95.29 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL; THENCE LEAVING SAID LINE AT RIGHT ANGLES, N00°21 '45"W 49.52 FEET; THENCE N45°21 '45"W 364.63 FEET; THENCE S89°46'55"W 161.56 FEET TO THE WESTERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE EASTERLY LINE OF MABURY STREET; THENCE S30°14'03"E 340.44 FEET ALONG SAID LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY 26.24 FEET ALONG SAID CURVE AND SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 60°07'42" TO THE SOUTH LINE OF SAID PARCEL; THENCE N 89°38'15"E 228.15 FEET ALONG THE SOUTH LINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM FROM ABOVE PARCELS 1, 2 AND 3 ALL WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. ALSO EXCEPTING THEREFROM FROM ABOVE PARCELS 1, 2 AND 3 THAT PORTION CONVEYED IN PARCEL 73683—1 OF THAT CERTAIN FINAL ORDER OF CONDEMNATION, SUPERIOR

COURT CASE NO. 605720, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 27, 2000 AS INSTRUMENT NO. 20000641537 OF SAID OFFICIAL RECORDS, AND AS DESCRIBED IN PARCEL 73683—1 OF DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 4, 2002 AS INSTRUMENT NO. 20020180777 OF SAID OFFICIAL RECORDS.

**EXHIBIT “B” TO  
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT**

Subject Fees for Building Permit No. 101112500-07

The following development impact fees imposed upon the Property or portion thereof by the City of Santa Ana upon issuance of City of Santa Ana Building Permit Nos. 101112500-07 shall be deferred pursuant to the terms and conditions of this Agreement:

Accounting Unit & Account No.	Fund Description	Accounting Description	Unit	Amount
31213002 53300	Residential Development Fee	Park Acquisition and Development Fees		\$2,901,525.00
12015002 53700	Fire Facilities Fees	Fire Facilities Fees		\$735,403.00
04817002 50300	Transportation System Improvement Area C-2	Transportation System Area Improvement Fee		\$880,945.55
22517002 50500	Local Drainage Area V	Drainage Fee		\$79,511.96
05517002 53701	Sewer Connection Fee	Sewer Connection Fee		\$495,921
06017002 53709	Public Works Water Revenue	Connection Charge		\$130,506
<b>Total</b>				<b>\$5,223,812.51</b>

Calculations of the final fee amounts are to be determined at the time of issuance of certificate of occupancy or temporary certificate of occupancy.

**EXHIBIT "C" TO  
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT  
Form Release of Lien**

**[Attached behind this cover page]**

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

City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92702  
Attn: City Clerk

APN: 400-061-05, 400-061-07, 400-061-08

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §27383

**RELEASE OF LIEN FOR PAYMENT OF DEVELOPMENT IMPACT FEES**

The City of Santa Ana, a charter city and municipal corporation of the State of California, does hereby release that leasehold interest in certain real property, as further described in Exhibit 1 attached to this Release, from the lien for payment of certain development impact fees as created by the Development Impact Fee Deferral Agreement entered into on \_\_\_\_\_, by and between the City of Santa Ana and Shelter Providers of Orange County which was recorded on \_\_\_\_\_, as Document Serial No. \_\_\_\_\_ in the Official Records of the County of Orange, California ("Agreement").

This release pertains only to the property described above and does not extend to any other property(ies). This release of lien s executed and recorded pursuant to the provisions of California Government Code section 66007.

Dated: \_\_\_\_\_

CITY OF SANTA ANA

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk



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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Seal)