

5. VESTING TENTATIVE TRACT MAP NO. 2025-02 AND DENSITY BONUS AGREEMENT NO. 2025-02 FOR THE PROPERTY LOCATED AT 125 AND 205 SOUTH HARBOR BOULEVARD LOCATED WITHIN THE HARBOR MIXED-USED TRANSIT CORRIDOR SPECIFIC PLAN (SP2) ZONING DISTRICT.

Project Applicant: Kim Prijatel with City Ventures Homebuilding, LLC. (Applicant) representing John Rezvani of 205 S Harbor Plaza, LLC (Property Owner)

Proposed Project: Applicant is requesting approval of Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) and Density Bonus Agreement No. 2025-02 to allow the construction of a 36 unit, three-story residential townhouse development. The development will include four units affordable to moderate-income households earning 80-120 percent of the area median income. The project will utilize waivers and a concession from development standards through the density bonus agreement pursuant to California Government Code sections 65915 through 65918 and Santa Ana Municipal Code Section 41-1600 through 41-1607.

Environmental Impact: Pursuant to the California Environmental Quality Act (CEQA), the project is within the scope of the 2014 Harbor Boulevard Mixed-Use Transit Corridor Plan Environmental Impact Report (EIR) (SCH No. 2013-061027). Furthermore, in accordance with CEQA, the recommended action is exempt from further review pursuant to Section 15195 (Residential Infill Exemption), as this project meets all the thresholds criteria set forth in Section 15192 (Threshold Requirements for Exemptions). Based on this analysis, a Notice of Exemption, Environmental Review No. 2024-80, will be filed for this project.

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING VESTING TENTATIVE TRACT MAP NO. 2025-02 (COUNTY MAP NO. 19329) AS CONDITIONED TO ALLOW A THIRTY-SIX UNIT SUBDIVISION FOR CONDOMINIUM PURPOSES FOR THE PROPERTY LOCATED AT 125 AND 205 SOUTH HARBOR BOULEVARD (APN: 144-311-15 AND 144-311-14)

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING A CONCESSION AND WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS PURSUANT TO STATE DENSITY BONUS LAW TO BE MEMORIALIZED IN DENSITY BONUS AGREEMENT NO. 2025-02 TO ALLOW A THIRTY-SIX UNIT SINGLE-FAMILY ATTACHED TOWNHOME DEVELOPMENT FOR THE PROPERTY LOCATED AT 125 AND 205 SOUTH HARBOR BOULEVARD (APN: 144-311-15 AND 144-311-14)

Recommended Actions:

1. Adopt a resolution approving Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) as conditioned; and
2. Adopt a resolution approving a concession and waivers or reductions in development standards as memorialized in Density Bonus Agreement No. 2025-02 as conditioned.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Planning Commission Staff Report
April 28, 2025

Topic: Vesting Tentative Tract Map No. 2025-02 and Density Bonus Agreement No. 2025-02 – Santa Ana 9 Townhomes (125 and 205 S. Harbor Boulevard)

RECOMMENDED ACTIONS

1. Adopt a resolution approving Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) as conditioned; and
2. Adopt a resolution approving a concession and waivers or reductions in development standards as memorialized in Density Bonus Agreement No. 2025-02 as conditioned.

EXECUTIVE SUMMARY

Kim Prijatel with City Ventures Homebuilding, LLC, representing property owner John Rezvani, Managing Member of 205 S Harbor Plaza, LLC, is requesting approval of a vesting tentative tract map (VTTM) and a concession and waivers or reductions of development standards (“deviations” as referenced in the SAMC) as memorialized in a density bonus agreement (DBA) to allow the construction of a 36 unit, three-story residential townhouse development for the property at 125 and 205 S. Harbor Boulevard. The development will include four (4) units affordable to moderate-income households earning 80-120 percent of the area median income (AMI).

As proposed, the project will utilize one concession and waivers from development standards through the density bonus agreement pursuant to California Government Code sections 65915 through 65918 and Santa Ana Municipal Code (SAMC) Section 41-1600 through 41-1607. Staff is recommending approval of the applicant’s request due to the project satisfying the intent of the General Plan and Harbor Mixed Use Transit Corridor Specific Plan (SP-2) to promote a pedestrian-oriented environment, and because the project will provide additional affordable and market-rate ownership housing stock to the community.

DISCUSSION

Table 1: Project and Location Information

Item	Information	
Project Address and Council Ward	125 & 205 S. Harbor Boulevard – Ward 1	
Nearest Intersection	Harbor Boulevard and First Street	
General Plan Designation	Urban Neighborhood-50 (UN-50)	
Zoning Designation	Harbor Mixed Used Transit Corridor Specific Plan (SP-2) – Corridor (CDR) subzone	
Surrounding Land Uses	North	Commercial (restaurant, retail, personal service, office)
	East	Santa Anita Park
	South	Residential (multifamily)
	West	Warehouse, Trade school, Manufacturing
Property Size	1.81 acres (1.44 acres net after right-of-way easements)	
Existing Site Development	Developed with multiple buildings used for auto service/sales	
Use Permissions	Multi-Family Residential (permitted under Harbor Mixed Use Transit Corridor Plan, as part of SB 330 request)	
Zoning Code Sections Affected	Uses	Article XVI.I (Density Bonus); Corridor subzone within the Harbor Mixed Use Transit Corridor Plan (SP-2); and Chapter 34 (Subdivisions)

Background and Context

According to City permit records and historical aerial photographs, the subject site was originally utilized for agricultural-related purposes, until it was developed for automobile sales and servicing uses circa 1970. Presently, the site is still used for automobile related uses.

In October 2014, the City Council adopted the Harbor Mixed Use Transit Corridor Specific Plan (SP-2), which replaced the North Harbor Specific Plan and allows for a greater amount of residential, commercial, and mixed-use projects in the Specific Plan area. Following the concepts and goals of the Specific Plan, in December 2023, the City received a proposal to develop the site with the subject development. After several submittals of the project and working with staff to comply with the provisions of the Harbor Plan, and after engaging with surrounding property owners, the applicant revised the plans to the current proposed development.

The applicant is proposing a “housing development project,” defined by Government Code Section 65589.5(h) as “a use consisting of residential units only, mixed use development consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, and transitional housing or supportive housing.” As such, the subject development will be subject to the limitations imposed by California Senate Bill 330, the Housing Crisis Act of 2019 or the HCA. More information on the HCA is provided in subsequent sections of this report.

California Senate Bill 330

California Senate Bill (SB) 330 made numerous changes to existing State law and adopted the Housing Crisis Act of 2019 (HCA). The changes proposed by SB 330 became effective on January 1, 2020, establishing a statewide “housing emergency” until January 1, 2025. One of the provisions of the senate bill amended Government Code Section 65941.1 with the broad goals of facilitating increased production of new residential units, protecting existing units, and providing for an expedited review and approval process for housing development projects through submittal of a “preliminary application.” On January 1, 2022, the HCA was extended until January 1, 2030, with the passage of Senate Bill 8.

Among other changes, SB 330 requires the following for applicable housing development projects:

- New, non-objective development standards established after January 1, 2020, cannot be imposed or enforced.
- Applicable housing development projects must receive a decision in no more than five (5) public hearings - whether the item is being heard by a Design Review Board, Planning Commission or City Council, and including any appeals (save for those related to a legislative action).
- Prohibits any moratorium, project or action that would result in a net downzoning, limit the number of permits to be issued, or otherwise reduce housing or limit overall population.

As a “housing development project,” the application is being submitted pursuant SB 330. The development is required to comply with the objective zoning code standards applicable to the property, but only to the extent that they facilitate the development at the density allowed, 50 dwelling units per acre (du/ac) per the Urban Neighborhood-50 (UN-50) General Plan land use designation.

Project Description

The project includes the construction of a new residential development consisting of 36 townhouse units and 9,567 square feet of open space (common and private combined). Additionally, the applicant is proposing to merge the properties at 125 and 205 S. Harbor Boulevard through an administrative lot merger process. The development will consist of four residential buildings that are three-stories in height and will provide onsite bicycle parking. The units will include private balconies, with some offering ground floor patios. The units have been designed with families in mind, offering thirteen four-bedroom units and twenty-three three-bedroom units, and of the three-bedroom units, three are designed as live/work units. Every unit will contain a two-car garage at ground level (tuck-under building

design) with residential units above, and the project site will contain ten guest parking spaces, for a total of 82 parking spaces, exceeding the requirements of SP-2. However, to proactively address parking management policies, staff is recommending conditions of approval similar to those for other residential infill projects that would incorporate parking management practices in the Covenants, Conditions, and Restrictions (CC&Rs) that will be recorded against the property.

Of the total units in the development, four units are proposed to be affordable to moderate-income households earning 80-120 percent of the AMI, which is currently set at \$154,800, adjusted for a four-person household size, as published by the California Department of Housing and Community Development (HCD). The affordable units will be two (2) three-bedroom, three-bath units and two (2) four-bedroom, four-bath units. The proposed affordable units will be 1,352 and 1,610 square feet in size and will contain full kitchens, bedrooms, bathrooms, and open/common (living) areas.

Approximately 7,616 square feet or approximately 12 percent (12%) of the total site area will be open space provided through private exterior ground-level porches/front yards and upper decks distributed throughout the site. The remainder of the open space will be provided as a 1,951-square-foot common open courtyard within the site's interior. The design and layout of the proposed common open space would function as a passive outdoor area, providing functional amenities to residents (e.g., picnic tables, BBQ, etc.). The open space would feature a shade trellis, hardscaping materials, trees, vines, and shrubs. The proposed landscaping includes, but are not limited to, pink trumpet, purple orchid, tulip, sweet bay, African sumac, southern magnolia, fern pine, Brisbane box, crape myrtle trees, as well as a variety of shrubs. Lastly, each unit will also contain decks/private balconies for the use of each unit's owners.

The project features a contemporary architectural style similar to many multiple-family or mixed-use residential communities under construction in Santa Ana and the region. The overall design, massing, features, and materials of the new construction will be compatible with the scale of buildings in the area. The contemporary industrial architectural style would include stucco finish, corrugated metal, brick veneer, metal awnings, and high quality architectural detailing (e.g., exterior lighting, entry doors, fenestration, etc.). Moreover, the residential structures are designed to fully screen all mechanical equipment within the structure, parapet walls, and screened with landscaping. Overall, the project will include a design and solid construction materials that will ensure that the project ages well for the duration of the building's lifetime.

As part of the current entitlement, the applicant has submitted a vesting tentative tract map application to subdivide the project site into a condominium lot with 36 condominium units, which would allow each unit to be sold for individual ownership. The applicant has prepared the required vesting tentative tract map, which clarifies the proposed subdivision for the proposed condominiums. The project site has been designed to include an area

along Figueroa Street held under an easement for road purposes, which will need to be abandoned to be incorporated as part of the project site prior to any permit issuance by the Building Safety Division. Finalization of the vesting tentative tract map is contingent upon resolving the easement status.

Table 2 below details the project's conformance to the Specific Plan's development standards.

Table 2: Development Standards

Development Standards (SP2 – Harbor Mixed Use Transit Corridor Specific Plan)		
<i>Standard (Tuck –Under)</i>	<i>Required/Allowed</i>	<i>Provided</i>
Density Range	Typically 12-18 Units Per Acre	36 Units (20 Units Per Acre)
Lot Depth	75 ft. (Minimum)	330 ft.
Lot Width	95-250 ft.	320 ft.
Height (Stories)	2-3 stories	2-3 stories
Common Open Space	15 percent of site (9,409 sq. ft.)	3 percent (1,951 sq. ft.)
Private Open Space	90 sq. ft. per unit (3,240 sq. ft. total)	Min. not provided for Units 1 & 2 7,616 sq. ft.
Frontage Types	Front Yard/Porch	Front Yard/Porch
Setbacks	Front: 8 ft. max. Interior Side: 5 ft. min. Rear: 5 ft. min.	Front: 8.5 ft. Interior Side: 5.2 ft. and 35 ft. Rear: 6.25 ft.
Minimum Floor Heights	10 ft. (ground); 9 ft. (upper)	10 ft. ground; 9 ft. upper
Parking Spaces	50 occupant (1.5 per unit-residential) 8 guest (0.25 per unit-residential) 3 occupant (1 per unit-live/work) 2 guest (0.5 per unit-live/work) (63 spaces total) State Density Bonus Ratio* 50 for 3 bedroom (1.5 per 3 bed units) 33 for 4 bedroom (2.5 per 4 bed units) (83 total inclusive of handicap/guest)	72 occupant 10 guest (82 total)

* Pursuant to California Government Code Section 65915

Density Bonus

The California Density Bonus law allows developers proposing five or more residential units to seek increases in base density for providing on-site housing units in exchange for providing affordable units on site. To help make constructing on-site affordable units feasible, the law allows developers to seek up to five incentives/concessions and an unlimited number of waivers or reductions in development standards. The incentives/concessions are generally reductions in site development standards or modification of zoning code requirements or architectural design requirements, and waivers are essentially variances from development standards (a site or construction condition).

The first version of the Density Bonus Law was adopted in 1979 and has since been amended at various times. In early 2017, the law was amended to restrict the ability of local jurisdictions to require studies to “justify” the density bonus and requested incentives/waivers and places the onus on local jurisdictions to prove that the incentives/concessions or waivers are not financially warranted.

Pursuant to the California Density Bonus law, a project’s affordability level is determined by dividing the number of proposed affordable units by the allowable “base” density (i.e., 50 du/ac). Moreover, the State density bonus law states that units added by a density bonus are excluded from the calculations. The base density for the 1.81-acre site at 50 du/ac is 91 units. However, only 36 units are being proposed, which is well within the allowable base density. Of the total units in the development, four units are proposed to be affordable. Therefore, the project would have an 11-percent affordability rate. As such, State density bonus law allows the developer to request a maximum density bonus of six percent (6%).

Due to the project’s 11-percent affordability rate, the developer can seek one density bonus incentive/concession and unlimited waivers, pursuant to Section 65915 et al. of the California Government Code (Density Bonuses and Other Incentives). In addition, California Assembly Bill No. 2345, approved September 28, 2020, revised the State Density Bonus Law originally adopted in 1979 to provide additional benefits for projects that include qualifying affordable housing. For this project, the developer is not requesting a state density bonus for additional units but will avail themselves of the incentive/concession and waivers that are required to be provided by State density bonus law for projects with the requisite affordability.

The purpose of the State Density Bonus Law is to encourage the development and availability of affordable housing. Pursuant to California Government Code sections 65915 (d)(1) and 65915 (e)(1), a local jurisdiction is limited in its ability to deny requested incentives, concessions, and waivers. The City has analyzed the project and has identified several areas of potential impacts; however, the conditions of approval proposed for the project are intended to address the project’s potential impacts.

Pursuant to SB 330 and the General Plan Land Use Element, the developer has selected the Harbor Mixed Use Transit Corridor Specific Plan (SP-2) development standards for a tuck-under building type to design the projects. However, pursuant to the Density Bonus Law, the developer is seeking a specific concession and waivers from certain SP-2 standards to facilitate development of the project. Table 3 on the following page outlines the concession and waivers requested by the applicant pursuant to Cal. Gov’t Code Sec. 65915 (e)(1).

Table 3: Requested Concession and Waivers

Standard	Required by SP-2 or the SAMC	Provided
Parking Location	SP-2, Ch. 3, Table 3-7. Off-Street Parking Standards (pg. 3-11)	
Vehicular Access (<i>Concession</i>)	From alley/side street, if present	Access from Harbor Boulevard instead of Figueroa Street
Building Frontage	SP-2, Ch. 3, Frontyard/Porch Frontage Type, 1 (pg. 3-9)	
Dimensions – Width (<i>Waiver</i>)	12 ft. min. wide symmetrical entry	4 ft. wide symmetrical entry
Setback	SP-2, Ch. 3, Table 3-5. Building Placement (pg. 3-10)	
Public Street (<i>Waiver</i>)	8 ft. max.	8.5 ft.
Open Space*	SP-2, Ch. 3, Table 3-9. Onsite Open Space Requirements (pg. 3-13)	
Common – Area (<i>Waiver</i>)	15% of lot (9,409 sq. ft.)	3% of lot (1,951 sq. ft.)
Private – Area (<i>Waiver</i>)	90 sq. ft. per dwelling unit (3,240 sq. ft. total)	Min. not provided for Units 1 & 2 (7,616 sq. ft. total)
Private – Dimensions (<i>Waiver</i>)	6' min. dimension	Min. not provided for Units 1, 2, & 11

*Open space based on net useable parcel area

The project provides more than double the amount of private open space required—7,616 sq. ft. provided, compared to the 3,240 sq. ft. total required—demonstrating a strong commitment to creating a high-quality, livable environment. This substantial open space allocation enhances residents' outdoor experience and overall project appeal.

The requested concession and waivers address vehicular site access, minor architectural detailing, building setback, and the site's open space. The project's site access, porch and building setback dimensions do not meet SP-2 requirements, necessitating deviations from its standards to accommodate the design. Although a reduction in open space is requested, the project benefits from its proximity to Santa Anita Park, located directly east and accessible via a pedestrian gate that the developer will provide along the Figueroa frontage. This nearby public green space assists with compensating for the reduced on-site open space by providing residents with convenient access to outdoor recreation, thereby enhancing accessibility to recreational areas and supporting community connectivity. While some deviations are requested to meet design and access standards, the project's generous provision of private open space and its strategic location next to Santa Anita Park collectively enhance the overall community benefits and livability of the development.

Onsite Parking

To proactively address any neighborhood parking impacts that could result from the project, the conditions of approval for the VTTM and terms of the DBA include provisions requiring the following parking management practices, to be incorporated into the final, recorded CC&Rs, and applicable throughout the life of the project:

- Requiring onsite parking permits (such as stickers or hang-tags) for any parking in the surface guest parking spaces;
- Policies for maximum time vehicles may be parked in the surface guest spaces;
- Policies for towing unauthorized vehicles; vehicles parked in unauthorized locations, such as fire lanes; vehicles parking in surface guest parking without a sticker, hang-tag, or other identifiers; and vehicles parked longer than any maximum guest parking timeframes allowed; and
- Routine garage inspections to ensure garages are available for vehicle parking.

Project Analysis

Pursuant to Section 41-1607 of the SAMC, an application for a density bonus agreement is required to be approved by the Planning Commission for any project containing “deviations” (incentives/concessions and/or waivers). The Planning Commission’s review of the density bonus agreement is based on the following findings:

1. The proposed development will materially assist in accomplishing the goal of providing affordable housing opportunities in economically balanced communities throughout the city.
2. The development will not be inconsistent with the purpose of the underlying zone or applicable designation in the general plan land use element.
3. The deviation is necessary to make it economically feasible for the applicant to utilize a density bonus authorized for the development pursuant to section 41-1603.

The project does not require a Site Plan Review Application pursuant to Table 3-2 (Permitted Uses) as part of the Harbor Mixed Use Transit Corridor Plan (SP-2). Accordingly, the Planning Commission’s review and determination for this request are limited to the deviations requested in the Density Bonus Agreement application and memorialized in the Density Bonus Agreement only.

Table 4: Analysis of the Requested Concession (1) and Waivers (5)

Standard	Analysis
Parking Location	(Concession) SP-2, Ch. 3, Table 3-7. Off-Street Parking Standards (pg. 3-11)
Vehicular Access	<p>SP-2 requires that vehicular access to off-street parking should be taken from the primary street unless an alley or side street is available. The project proposes vehicular access from Harbor Boulevard rather than Figueroa Street, which would be considered a side street.</p> <p>Vehicular access is proposed along Harbor Boulevard to address the site's limited frontage on Figueroa Street and enhance overall resident usability. Relocating the primary access point to Harbor Boulevard ensures more functional, safe, and efficient entry for residents while improving fire protection access. Additionally, a pedestrian connection to Figueroa Street is planned to maintain foot traffic connectivity and accessibility. A redesign could necessitate reconfiguring building layouts, setbacks, and internal circulation pathways, which would result in a reduction in the overall number of market rate and affordable units. A site redesign may also result in a reduction in the overall common and private open space provided, which is already not meeting the required SP-2 standards as discussed in later analysis.</p>
Building Frontage	(Waiver) SP-2, Ch. 3, Frontyard/Porch Frontage Type, 1
Dimension – Width	<p>The minimum dimensions for porch type building frontages is 12 feet in width if a symmetrical entry. None of the porches fully meet this requirement as they only provide 4 feet wide symmetrical entries.</p> <p>Providing wider symmetrical entries would require substantial site revisions, reducing the number of market rate and affordable units and necessitating layout changes due to the site's width, depth, and vehicular circulation requirements. Moreover, modifying porch widths would be infeasible and would require building reconfiguration, disrupting the efficient floor plan, reducing interior space and bedroom counts, and impacting overall project density.</p>
Setback	(Waiver) SP-2, Ch. 3, Table 3-5. Building Placement
Public Street	<p>The maximum building to adjacent public street right-of-way setback is eight (8) feet. The project proposes an eight and a half (8.5) foot setback along Harbor Boulevard and 22 foot setback along Figueroa Street.</p> <p>Meeting the maximum setback requirement will affect the project's site layout by reducing proposed common and private open space. It will limit the land available for functional outdoor areas such as the private ground floor patios along Harbor Boulevard and the interior common open space courtyard along Figueroa Street. Modifying these setbacks to meet the eight (8) foot maximum would require significant reconfiguration of the building layout, potentially compromising the functionality of private patios, reducing the common courtyard space, and altering the overall design intent of the project. These larger setbacks have been designed to balance resident privacy and usable open space within the site constraints.</p>

Standard	Analysis
Open Space	(Waivers) SP-2, Ch. 3, Table 3-9. Onsite Open Space Requirements
Common – Area	<p>The total common open space required for the project site (net) is equal to 15-percent of the lot, or 9,409 sq. ft. Instead, 1,951 sq. ft. of common open space (3-percent) is provided, which is a difference of 7,458 sq. ft. or 12-percent.</p> <p>Meeting the minimum required open space would eliminate six or more units, affecting project feasibility. To maintain the proposed unit count, the developer would need to modify the building type and construct additional floors, potentially exceeding the maximum allowable height in the Harbor Mixed Use Transit Corridor Plan (SP-2) and increasing development costs. To help alleviate the open space deficiency, the project proposes an average of 212 sq. ft. of private open space per unit, through private balconies/decks, far exceeding the 90 sq. ft. of private open space per unit required by the SP-2.</p> <p>Although a reduction in open space is requested, the project benefits from its proximity to Santa Anita Park, located directly east and accessible via a pedestrian gate that the developer will provide along the Figueroa frontage. This nearby public green space assists with compensating for the reduced on-site open space by providing residents with convenient access to outdoor recreation, thereby enhancing accessibility to recreational areas and supporting community connectivity. The project's generous provision of private open space and its strategic location next to Santa Anita Park collectively enhance the overall community benefits and livability of the development.</p>
Private – Area	<p>The minimum required private open space is 90 sq. ft. per dwelling unit. Two (2) of the 36 units do not meet this requirement, while the remaining thirty-four (34) units fulfill the minimum area required through a combination of upper balconies/decks and ground floor yards.</p> <p>The most direct approach to meeting the minimum private open space requirement would involve extending the balconies of the two non-compliant units by at least three feet toward Harbor Boulevard, a busy and noisy thoroughfare. This adjustment would not only compromise their livability but also reduce the sense of privacy for residents as balconies would be closer to the street and more exposed to public view. Furthermore, this expansion would diminish the visibility of the corner unit's live/work space from the street. These changes would also disrupt the cohesive design rhythm and shared building plane with the other nine units along the street, creating an aesthetic imbalance that detracts from the project's overall architectural harmony.</p>
Private – Dimensions	<p>Private open space minimum dimensions are 6 feet in all directions. Three (3) out of the 36 units (Units 1, 2, & 11) do not meet the minimum six (6) feet in all directions for private area.</p> <p>Addressing Units 1 and 2 would involve extending their balconies toward Harbor Boulevard, a busy and noisy thoroughfare, while Unit 11 could alternatively expand its ground-floor patio closer to the street. Both solutions, however, would bring private areas nearer to the high-traffic corridor, reducing resident privacy and diminishing the corner unit's live/work space visibility. These modifications would also disrupt the cohesive design rhythm and shared building plane with the other nine units, creating an aesthetic imbalance that undermines the project's architectural harmony.</p>

When analyzed cumulatively, the requested concession and waivers could be avoided if the project were designed on a different site or using a different site plan. If the project were designed with a multi-level parking and/or subterranean parking structure, or if the applicant used different building materials to construct a taller project, additional area on site would become available to reconfigure vehicular access and internal circulation, comply with building setbacks, porch dimensions, and provide the minimum open space requirements. However, these changes would increase development costs and result in a project that would exceed the maximum permitted building height, resulting in the housing project becoming financially infeasible due to the significantly increased financial implications of an alternative construction type compared to the relatively smaller scale of the project. Moreover, the changes would result in the loss of the four affordable townhouse units.

Based on the analysis provided within this report, the proposed development will materially assist in accomplishing the goal of providing additional affordable and market-rate ownership housing stock in the city and will consistent with the applicable designation in the General Plan Land Use Element. In addition, the proposed deviations are necessary to make the project economically feasible pursuant to section 41-1603 of the SAMC.

Vesting Tentative Tract Map

Subdivision requests are governed by Chapter 34 and Chapter 41 of the SAMC. Pursuant to Section 66473.5 and 66474 of the California Subdivision Map Act, applications for vesting tentative tract maps are approved when it can be shown that findings can be made in support of the request.

Specifically, findings related to the proposal need to be made that find the project is consistent with the General Plan, the site is physically suitable for the type and density of the proposed project, the proposed project will not cause substantial environmental damage or substantially and avoidably injure fish and wildlife or their habitat, the proposed project will not cause serious public health problems, or the proposed project will not conflict with easements necessary for public access through or use of the property must be made. Using this information staff has prepared the following analysis, which, in turn forms the basis for the recommendation contained in this report. In analyzing the applicant's request, staff believes that the following analysis warrants approval of the vesting tentative tract map.

The applicant is seeking approval of a vesting tentative tract map to subdivide for condominium purposes, as the proposed development consists of 36 townhome units. The request would vest the right to proceed with development in substantial compliance with the ordinances, policies and standards in effect at the time the vesting map is deemed complete. Upon completion of the subdivision, the lots will continue to be utilized for residential use in the form of attached tuck-under unit type structures. In reviewing the

project, staff determined that the proposal as conditioned is consistent with the various provisions of the City's General Plan. As a housing development project, the proposed development site has been found to be consistent with the objective General Plan standards for the property. Moreover, the proposal is consistent with the various provisions of the zoning and subzone designations (SP-2, Corridor), including lot size, density, and parking. Lastly, the applicant has requested waivers for those development standards that require deviations, as previously analyzed.

Additional conditions of approval have been included to bring the site's landscaping, architectural design, and Covenants, Conditions and Restrictions (CC&Rs) in compliance with all applicable standards of the SAMC and the Harbor Mixed Use Transit Corridor Plan (SP-2). No adverse environmental impacts to fish or wildlife populations were identified as the project site is located in a built-out, urbanized area. The project will also maintain all required easements. Finally, the tentative tract map was found to be consistent with the California Subdivision Map Act and Chapter 34 of the Municipal Code.

The project site offers an opportunity for additional housing and development, transforming an under-utilized parcel currently used for automobile servicing and sales into a more valuable and productive use. These improvements will help to enhance the quality of life in the surrounding community by providing 36 for-sale, market-rate and affordable housing, with four onsite affordable units. The proposed project is part of the Harbor Mixed Used Transit Corridor Specific Plan and has been designed to incorporate significant design features, articulating elevations in order to minimize any visual impacts on surrounding land uses.

General Plan Consistency

Finally, the project has been designed to be compatible with the scale of buildings in the area and will be consistent with several goals and policies of the General Plan as follows:

- Goal LU-1: Growing Responsibly – Provide a land use plan that improves quality of life and respects our existing community.
 - Policy LU-1.1 Compatible Uses – Foster compatibility between land uses to enhance livability and promote healthy lifestyles.
 - Policy LU-1.2 Homeownership Opportunities – Support innovative development policies to expand homeownership opportunities at all income levels.
 - Policy LU-1.5 Diverse Housing Types – Incentivize quality infill residential development that provides a diversity of housing types and accommodates all income levels and age groups.
- Goal LU-4: Complete Communities – Support a sustainable Santa Ana through improvements to the built environment and a culture of collaboration.

- Policy LU-4.7 Diverse Communities – Promote mixed-income developments with mixed housing types to create inclusive communities and economically diverse neighborhoods.
- Goal HE-2: Housing Supply and Diversity – A diversity of quality housing, affordability levels, and living experiences that accommodate Santa Ana’s residents of all household types, income levels, and age groups to foster an inclusive community.
 - Policy HE-2.5 Diverse Housing Types – Facilitate diverse types, prices, and sizes of housing, including single-family homes, apartments, townhomes, duplexes, mixed/multituse housing, transit-oriented housing, multigenerational housing, accessory dwelling units, and live-work opportunities.
 - Policy HE-2.7 Affordable Component – Pursuant to the Affordable Housing Opportunity and Creation Ordinance (AHOCO), require eligible rental and ownership housing projects to include at least 15 percent of the rental housing units as affordable for low-income households; or 10 percent of the rental units affordable to very low-income households; or 5 percent of rental units affordable to lower income households (5 percent to low-income, 3 percent to very low- income, and 2 percent to extremely low-income households); or at least 5 percent of the units in eligible ownership projects affordable to moderate-income households. Implement various strategies using the in-lieu fees generated by AHOCO to provide a wide array of affordable housing options.

Affordable Housing Opportunity and Creation Ordinance

The project exceeds the five percent (5%) affordable housing requirement for the ownership category of the City’s Affordable Housing Opportunity and Creation Ordinance (AHOCO) by providing four (4) onsite units to be affordable to moderate-income (80-120%) households and significantly enhancing the opportunity for income eligible Santa Ana households to own a home in the City at a lower cost. The units will be dispersed throughout the community. The affordable units will be two (2) three-bedroom, three-bath units and two (2) four-bedroom, four-bath units. The proposed affordable units will be 1,352 and 1,610 square feet in size and will contain full kitchens, bedrooms, bathrooms, and open/common (living) areas. The developer’s Inclusionary Housing Plan has been reviewed and approved by the City’s Housing Division.

Public Notification and Community Outreach

Project notifications were posted, published, and mailed in accordance with City and State regulations. Copies of the public notice, including a 1,000-foot notification radius map, and the site posting are provided in Exhibit 13. In addition, staff contacted the provided contacts for the Riverview West and Santa Anita neighborhood associations to ensure

they were aware of the project and public hearing. At the time this report was printed, no issues of concern were raised regarding the proposed development.

The applicant also held two community meetings in conformance to the Sunshine Ordinance notification requirements in place at the time the application was submitted (June 5, 2024). The first meeting was a combined in-person and virtual community meeting on August 8, 2024. This meeting was publicly noticed in the Orange County Reporter, posted on the City's website, and invitation mailers were sent to all addresses within a 2,000-foot radius of the project site, as well as local community organizations. The meeting included a presentation on the project as well as a question and answer period to address concerns and collect feedback. Participants asked questions about the meaning of infill development, why the meeting was not held at Russell Elementary School, which is closer to the project site, and inquired about the date of the next Sunshine meeting. However, no issues of concern were raised regarding the proposed development. One person from the community attended the meeting.

On October 1, 2024, the applicant held a second combined in-person and virtual Sunshine Ordinance community meeting. This meeting was also publicly noticed in the Orange County Reporter, posted on the City's website, and invitation mailers were sent to all addresses within a 2,000-foot radius of the project site, as well as local community organizations. The meeting included a brief presentation and summary on the project, as well as a question and answer session to address concerns and collect feedback. Key topics of discussion included project security, eligibility criteria for affordable units, anticipated market pricing, the sales office, parking arrangements, homeowner association (HOA) dues, trash pickup services, and the developer's other projects in Santa Ana. Three individuals attended the meeting. Materials from both the August 8 and October 1 meetings are posted to the project's City webpage (Exhibit 12).

ENVIRONMENTAL IMPACT

Pursuant to the requirements of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 2014 in order to address the potential environmental impacts associated with the Harbor Mixed Use Corridor Specific Plan. A mitigation monitoring and reporting program (MMRP), findings of fact, and a statement of overriding consideration were adopted with the 2014 EIR.

As proposed, the development is not anticipated to have additional environmental impacts not addressed in the 2014 EIR. Furthermore, in accordance with the California Environmental Quality Act (CEQA), the recommended action is exempt from further review under Section 15195 (Residential Infill Exemption), as this project meets all the threshold criteria set forth in Section 15192 (Threshold Requirements for Exemptions). This exemption applies to projects or sites that:

1. Meet the threshold criteria set forth in section 15192; provided that with respect to the requirement in section 15192(b) regarding community-level environmental review, such review must be certified or adopted within five years of the date that the lead agency deems the application for the project to be complete pursuant to Section 65943 of the Government Code.
2. Meet both of the following size criteria:
 - A. The site of the project is not more than four acres in total area.
 - B. The project does not include any single level building that exceeds 100,000 square feet.
3. Meet both of the following requirements regarding location:
 - A. The project is a residential project on an infill site.
 - B. The project is within one-half mile of a major transit stop.
4. Meet both of the following requirements regarding number of units:
 - A. The project does not contain more than 100 residential units.
 - B. The project promotes higher density infill housing. The lead agency may establish its own criteria for determining whether the project promotes higher density infill housing except in either of the following two circumstances:
 - 1) A project with a density of at least 20 units per acre is conclusively presumed to promote higher density infill housing.
 - 2) A project with a density of at least 10 units per acre and a density greater than the average density of the residential properties within 1,500 feet shall be presumed to promote higher density infill housing unless the preponderance of the evidence demonstrates otherwise.
5. Meets the following requirements regarding availability of affordable housing: The project would result in housing units being made available to moderate, low, or very low income families as set forth in either A or B below:
 - A. The project meets one of the following criteria, and the project developer provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units as set forth below at monthly housing costs determined pursuant to paragraph (3) of subdivision (h) of Section 65589.5 of the Government Code.
 - 1) At least 10-percent of the housing is sold to families of moderate income, or
 - 2) Not less than 10-percent of the housing is rented to families of low income, or
 - 3) Not less than 5-percent of the housing is rented families of very low income.
 - B. If the project does not result in housing units being available as set forth in subdivision (A) above, then the project developer has paid or will pay in-lieu fees pursuant to a local ordinance in an amount sufficient to result in the development of an equivalent number of units that would otherwise be required pursuant to subparagraph (A).

The project site is not more than four acres in area, the project does not include any single level building exceeding 100,000 square feet, and the project is an infill development within one-half mile of a major transit stop. Moreover, the development promotes higher density infill housing, does not contain more than 100 residential units, and results in housing units made available to moderate income families. Based on this analysis, a Notice of Exemption, Environmental Review No. 2024-80, will be filed for this project.

FISCAL IMPACT

There is no fiscal impact associated with this action.

EXHIBITS

1. Resolution Approving VTTM No. 2025-02 as conditioned
2. Resolution Approving DBA No. 2025-02 as conditioned
3. Vicinity Zoning and Aerial View
4. Site Photos
5. Site Plan
6. Unit Floor Plans
7. Building Elevations
8. Color and Material Board
9. Preliminary Landscape Plan
10. Vesting Tentative Tract Map
11. Draft Density Bonus Agreement
12. Sunshine Ordinance Meeting Materials ([Available Online](#))
13. Copy of Public Notice

Submitted By:
Nancy Tran, AICP, Senior Planner

Approved By:
Ali Pezeshkpour, AICP, Acting Executive Director, Planning and Building Agency

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING VESTING TENTATIVE TRACT MAP NO. 2025-02 (COUNTY MAP NO. 19329) AS CONDITIONED TO ALLOW A THIRTY-SIX UNIT SUBDIVISION FOR CONDOMINIUM PURPOSES FOR THE PROPERTY LOCATED AT 125 AND 205 SOUTH HARBOR BOULEVARD (APN: 144-311-15 & 144-311-14)

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Planning Commission of the City of Santa Ana hereby finds, determines, and declares as follows:

- A. Kim Prijatel, representing City Ventures Homebuilding, LLC (“Applicant”), on behalf of John Rezvani, Managing Member of the 205 S Harbor Plaza, LLC (“Property Owner”), is requesting approval of Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) and a certain concession and waivers or reductions of certain development standards pursuant to State Density Bonus Law (“deviations” as referenced in the SAMC) to be memorialized in a density bonus agreement (“DBA”) to allow the construction of a thirty-six unit attached townhome development, four of which are proposed as onsite moderate-income affordable units, for the property located at 125 and 205 South Harbor Boulevard (“Project”).
- B. California Senate Bill 330, the Housing Crisis Act of 2019 (HCA), became effective on January 1, 2020, and established a statewide “housing emergency” until January 1, 2025.
- C. On January 1, 2022, the HCA was extended until January 1, 2030, with the passage of Senate Bill 8 (“SB8”).
- D. The proposed development is being submitted as a Senate Bill No. 330 (“SB 330”) application.
- E. Pursuant to Santa Ana Municipal Code (“SAMC”) Section 34-127, the Planning Commission is authorized to review and approve tentative tract maps.
- F. Vesting Tentative Tract Map No. 2025-02 came before the Planning Commission of the City of Santa Ana on April, 28, 2025, for a duly noticed public hearing.
- G. The Planning Commission of the City of Santa Ana determines that following findings, which must be established in order to approve Vesting

Tentative Tract Map No. 2025-02, have been established as required by SAMC Section 34-127 and the California Subdivision Map Act:

1. The proposed project and its design and improvements are consistent with the Urban Neighborhood (UN-50) designation of the General Plan and are otherwise consistent with all other Elements of the General Plan.

The proposed Project and its design and improvements will be consistent with the Urban Neighborhood-50 (UN-50) land use designation of the General Plan and are otherwise consistent with all other elements of the General Plan and any applicable specific plans. The proposed subdivision of land will create thirty-six condominium air-right units and will be consistent with the various provisions of the General Plan. As proposed, the development is subject to the limitations contained in SB330 and SB 8. Moreover, the development is permitted subject to separate execution of a density bonus agreement, where the developer is requesting a concession and waivers or reductions in objective development standards, subject to separate approval of the Planning Commission. The maximum unit yield for the 1.81-acre site using the UN-50 general plan density and the State density bonus is 91 units, and the applicant is proposing to develop 36 units on the site. The density range for the proposed number of units is also considered and approved in the UN General Plan designation.

Finally, the Project has been designed to be compatible with the scale of other buildings in the area and will be consistent with several goals and policies of the General Plan as follows:

- Goal LU-1: Growing Responsibly – Provide a land use plan that improves quality of life and respects our existing community.
 - Policy LU-1.1 Compatible Uses – Foster compatibility between land uses to enhance livability and promote healthy lifestyles.
 - Policy LU-1.2 Homeownership Opportunities – Support innovative development policies to expand homeownership opportunities at all income levels.
 - Policy LU-1.5 Diverse Housing Types – Incentivize quality infill residential development

that provides a diversity of housing types and accommodates all income levels and age groups.

- Goal LU-4: Complete Communities – Support a sustainable Santa Ana through improvements to the built environment and a culture of collaboration.
 - Policy LU-4.7 Diverse Communities – Promote mixed-income developments with mixed housing types to create inclusive communities and economically diverse neighborhoods.
- Goal HE-2: Housing Supply and Diversity – A diversity of quality housing, affordability levels, and living experiences that accommodate Santa Ana’s residents of all household types, income levels, and age groups to foster an inclusive community.
 - Policy HE-2.5 Diverse Housing Types – Facilitate diverse types, prices, and sizes of housing, including single-family homes, apartments, townhomes, duplexes, mixed/multiuse housing, transit-oriented housing, multigenerational housing, accessory dwelling units, and live-work opportunities.
 - Policy HE-2.7 Affordable Component – Pursuant to the Affordable Housing Opportunity and Creation Ordinance (AHOCO), require eligible rental and ownership housing projects to include at least 15 percent of the rental housing units as affordable for low-income households; or 10 percent of the rental units affordable to very low-income households; or 5 percent of rental units affordable to lower income households (5 percent to low-income, 3 percent to very low- income, and 2 percent to extremely low-income households); or at least 5 percent of the units in eligible ownership projects affordable to moderate-income households. Implement various strategies using the in-lieu fees generated by AHOCO to provide a wide array of affordable housing options.

2. The proposed project conforms to all applicable requirements of the zoning and subdivision codes as well as other applicable City ordinances.

The proposed development is being submitted as an SB 330 application. The proposed Project will conform to all requirements of the Santa Ana Municipal Code (SAMC) and the development standards specified by the Harbor Mixed Use Transit Corridor Plan (SP-2), except for site access, building frontage dimensions, street setback dimensions, and open space area and dimensions, which shall be memorialized in a separate density bonus agreement. Lastly, all subdivision codes will be met as well as other applicable City ordinances.

3. The project site is physically suitable for the type and density of the proposed project.

The Project's site is physically suitable for the type and density of the proposed Project. The proposed site consists of approximately 1.81-acres of land and is physically suitable for the proposed development, where access to the site will be from Harbor Boulevard. The current general plan land use designation for the project site is UN-50 which allows a mix of uses, including medium and medium-high density apartments, townhomes, garden- or motor-court homes, and neighborhood- serving commercial. The proposed density is 20 du/ac and well within the 50 dwelling units per acre (du/ac) maximum allowed under its general plan land use designation.

4. The design and improvements of the proposed project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The design and improvements of the proposed Project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Since the project is located in an urbanized area, there are no known fish or wildlife populations existing on the project site. Therefore, the proposed subdivision will not cause any substantial environmental damage or substantially and avoidably injure fish and wildlife or their habitat. Additionally, the development of the property as proposed, has been determined to be exempt from further review under Section 15195 (Residential Infill Exemption), as this project meets all the threshold criteria set forth in Section 15192 (Threshold Requirements for Exemptions). The project site is not more than four acres in area, the project does not include any single

level building exceeding 100,000 square feet, and the project is an infill development within one-half mile of a major transit stop. Moreover, the development promotes higher density infill housing, does not contain more than 100 residential units, and results in housing units made available to moderate income families.

5. The design or improvements of the proposed project will not cause serious public health problems.

The design or improvements of the proposed Project will not cause serious health problems, with the proposed subdivision not having any detrimental effects upon the general public. The property will include necessary utilities and infrastructure improvements as required under Development Project Review No. 2024-12.

6. The design or improvements of the proposed project will not conflict with easements necessary for public access through, or use of, property within the proposed project.

The design or improvements of the proposed Project will not conflict with easements necessary for public access through, or use of, the property within the proposed Project since the existing and recorded easements for the property have been considered as part of the review. Existing easements for roads, railroads and ditches purposes in the documents recorded as book 77, page 342 of Deeds of Los Angeles County, recorded July 22, 1886 as book 169, page 59 of Deeds of Los Angeles County, recorded March 3, 1958 as book 4216, page 542 of official records, recorded December 10, 1958 as book 4511, page 330 of official records, and recorded May 12, 1987 as 87-266370 of official records are proposed to remain. The Project's site has been designed to include an area along Figueroa Street held under an easement for road purposes, which will need to be abandoned to be incorporated as part of the Project site prior to any permit issuance by the Building Safety Division. Finalization of the vesting tentative parcel main is contingent upon resolving the easement status. Easements for a new emergency vehicle, public right-of-way dedication, and public utility easement will be recorded under the new subdivision. The subdivision consists of thirty-six condominium air-right units along Harbor Boulevard and Figueroa streets. The installation of all utilities will conform with the requirements stated in Section 41-626 of the Santa Ana Municipal Code.

The conceptual design of all proposed construction for the property will not affect the right-of-way for road purposes.

Section 2. Pursuant to the requirements of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 2014 in order to address the potential environmental impacts associated with the Harbor Mixed Use Corridor Specific Plan. A mitigation monitoring and reporting program (MMRP), findings of fact, and a statement of overriding consideration were adopted with the 2014 EIR.

As proposed, the development is not anticipated to have additional environmental impacts not addressed in the 2014 EIR. Furthermore, in accordance with the California Environmental Quality Act (CEQA), the recommended action is exempt from further review under Section 15195 (Residential Infill Exemption), as this Project meets all the threshold criteria set forth in Section 15192 (Threshold Requirements for Exemptions). This exemption applies to projects or sites that:

1. Meet the threshold criteria set forth in section 15192; provided that with respect to the requirement in section 15192(b) regarding community-level environmental review, such review must be certified or adopted within five years of the date that the lead agency deems the application for the project to be complete pursuant to Section 65943 of the Government Code.
2. Meet both of the following size criteria:
 - A. The site of the project is not more than four acres in total area.
 - B. The project does not include any single level building that exceeds 100,000 square feet.
3. Meet both of the following requirements regarding location:
 - A. The project is a residential project on an infill site.
 - B. The project is within one-half mile of a major transit stop.
4. Meet both of the following requirements regarding number of units:
 - A. The project does not contain more than 100 residential units.
 - B. The project promotes higher density infill housing. The lead agency may establish its own criteria for determining whether the project promotes higher density infill housing except in either of the following two circumstances:
 - 1) A project with a density of at least 20 units per acre is conclusively presumed to promote higher density infill housing.
 - 2) A project with a density of at least 10 units per acre and a density greater than the average density of the residential properties within 1,500 feet shall be presumed to promote higher density infill housing unless the preponderance of the evidence demonstrates otherwise.
5. Meets the following requirements regarding availability of affordable housing: The project would result in housing units being made available to moderate, low, or very low income families as set forth in either A or B below:
 - A. The project meets one of the following criteria, and the project developer provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units as set forth below at monthly housing costs determined pursuant to paragraph (3) of subdivision (h) of Section 65589.5 of the Government Code.
 - 1) At least 10-percent of the housing is sold to families of moderate income, or

- 2) Not less than 10-percent of the housing is rented to families of low income, or
 - 3) Not less than 5-percent of the housing is rented families of very low income.
- B. If the project does not result in housing units being available as set forth in subdivision (A) above, then the project developer has paid or will pay in-lieu fees pursuant to a local ordinance in an amount sufficient to result in the development of an equivalent number of units that would otherwise be required pursuant to subparagraph (A).

The Project's site is not more than four acres in area, the Project does not include any single level building exceeding 100,000 square feet, and the Project is an infill development within one-half mile of a major transit stop. Moreover, the development promotes higher density infill housing, does not contain more than 100 residential units, and results in housing units made available to moderate income families. Based on this analysis, a Notice of Exemption, Environmental Review No. 2024-80, will be filed for this project.

Section 3. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, referendum, and other proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Section 4. The Planning Commission of the City of Santa Ana, after conducting the public hearing, hereby approves Vesting Tentative Tract Map No. 2025-02 as conditioned in "Exhibit A", attached hereto and incorporated as though fully set forth herein. This decision is based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Request for Planning Commission Action dated April 28, 2025, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.


Section 5. This Resolution No. _____ for VTTM 2025-02 shall not be effective unless and until Density Bonus Agreement Application No. XXXX is approved and the Density Bonus Housing Agreement associated therewith is executed and recorded.

ADOPTED this 28th day of April 2025, by the following vote:

AYES: Commissioners:
NOES: Commissioners:
ABSENT: Commissioners:
ABSTENTIONS: Commissioners:

Jennifer Oliva
Chairperson

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: 

Melissa M. Crosthwaite
Senior Assistant City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, NUVIA OCAMPO, Recording Secretary, do hereby attest to and certify the attached Resolution No. 2025-XX to be the original resolution adopted by the Planning Commission of the City of Santa Ana on April 28, 2025.

Date: _____

Nuvia Ocampo
Recording Secretary
City of Santa Ana

EXHIBIT A
Conditions for Approval for Vesting Tentative Tract Map No. 2025-02

Vesting Tentative Tract Map No. 2025-02 is approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code, and all other applicable regulations. In addition, Applicant shall meet the following conditions of approval:

The Applicant must comply with each and every condition listed below prior to exercising the rights conferred by this tentative tract map.

The Applicant must remain in compliance with all conditions listed below throughout the life of the development project. Failure to comply with each and every condition may result in the revocation of the vesting tentative tract map.

1. All proposed site improvements must conform to the Development Project (DP) approval of DP No. 2024-12.
2. Any amendment to this Vesting Tentative Tract Map No. 2025-02, including modifications to approved materials, finishes, architecture, site plan, landscaping, parking, and square footages, must be submitted to the Planning Division for review. At that time, staff will determine if administrative relief is available or if the Vesting Tentative Tract Map must be amended.
3. Applicant must submit Covenants, Conditions and Restrictions (CC&Rs) for the project to the case planner for review and approval prior to final map being recorded.
4. Applicant must submit an application for easement abandonment of the area along Figueroa Street for it to be incorporated as part of the project site prior to any permit issuance by the Building Safety Division.
5. Walls and Fencing.
 - a. The applicant shall be construct a minimum six-foot (6') tall solid perimeter wall, as measured from nearest adjacent finished sidewalk, surrounding the project site. The perimeter wall shall conform to all applicable Citywide Design Guidelines, including a split-face or painted design with regularly-spaced pilasters and decorative cap. The applicant is responsible for coordination with any adjacent property owners to avoid double-walls or gaps between walls where possible.
 - b. Climbing vines shall be planted at regularly-spaced intervals along all exposed walls and wrought-iron fencing to deter graffiti. All solid walls shall be finished with anti-graffiti coating.

6. All balconies shall be designed and constructed with adequate drainage systems to prevent water accumulation and ensure proper runoff, subject to review and approval by the Planning Division prior to issuance of building permits.
7. Before submitting a landscape review application, the applicant shall meet with Planning Division staff to evaluate the proposed plant species, sizes, quantities, and placement of trees, shrubs, and groundcover to ensure they maximize onsite landscaping in compliance with established landscape standards. The final landscape plan shall include a diverse selection of shade-producing canopy trees from the City's approved street tree list, ensuring the maximum possible number is incorporated.
8. The following parking management practices shall be incorporated into the final, recorded CC&Rs and shall apply through the life of the project:
 - a. Requiring onsite parking permits (such as stickers or hang-tags) for any parking in the surface guest parking spaces;
 - b. Policies for maximum time vehicles may be parked in the surface guest spaces;
 - c. Policies for towing unauthorized vehicles; vehicles parked in unauthorized locations, such as fire lanes; vehicles parking in surface guest parking without a sticker, hang-tag, or other identifiers; and vehicles parked longer than any maximum guest parking timeframes allowed; and
 - d. Routine garage inspections to ensure garages are available for vehicle parking.
9. The final map must be approved and recorded prior to issuance of a certificate of occupancy or final sign-offs of building permits for the townhome buildings, whichever is first.
10. The final map and all improvements required to be made or installed by the subdivider must be in accordance with the design standards and specifications of the Santa Ana Municipal Code and requirements of the State Subdivision Map Act.
11. Two copies of the recorded final map and CC&Rs shall be submitted each to the Planning Division, Fire Authority, Building Division, and Public Works Agency within 10 days of recordation.
12. Property Maintenance Agreement. Subject to review and applicability by the Planning and Building Agency, the Community Development Agency, the Public Works Agency, and the City Attorney to ensure that the property and all improvements located thereupon are properly maintained, Applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant) shall execute a maintenance agreement or incorporate the form of this condition within the Project's CC&R's with the City of Santa Ana which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The

maintenance agreement shall contain covenants, conditions and restrictions relating to the following:

- a. Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.);
- b. Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, enforcement of the parking management plan, and/or restrictions on certain uses);
- c. Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;
- d. Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);
- e. If Applicant and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms;
- f. The maintenance agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume all of the duties and obligations and responsibilities set forth under the maintenance agreement;
- g. The maintenance agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or

to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City; and

- h. The execution and recordation of the maintenance agreement shall be a condition precedent to the final map being recorded.

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING A CONCESSION AND WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS PURSUANT TO STATE DENSITY BONUS LAW TO BE MEMORIALIZED IN DENSITY BONUS AGREEMENT NO. 2025-02 TO ALLOW A THIRTY-SIX UNIT SINGLE-FAMILY ATTACHED TOWNHOME DEVELOPMENT FOR THE PROPERTY LOCATED AT 125 AND 205 SOUTH HARBOR BOULEVARD (APN: 144-311-15 & 144-311-14)

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Planning Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. Kim Prijatel, representing City Ventures Homebuilding, LLC (“Applicant”), on behalf of John Rezvani, Managing Member of the 205 S Harbor Plaza, LLC (“Property Owner”), is requesting approval of Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) and a concession, and waivers or reductions of certain development standards pursuant to State Density Bonus Law (“deviations” as referenced in the SAMC) to be memorialized in a density bonus agreement (“DBA”) to allow the construction of a thirty-six unit attached townhome development, four of which are proposed as onsite moderate-income affordable units, for the property located at 125 and 205 South Harbor Boulevard (“Project”).
- B. California Senate Bill 330, the Housing Crisis Act of 2019 (HCA), became effective on January 1, 2020, and established a statewide “housing emergency” until January 1, 2025.
- C. On January 1, 2022, the HCA was extended until January 1, 2030, with the passage of Senate Bill 8.
- D. The proposed development is being submitted as a Senate Bill No. 330 (SB 330) application.
- E. The Harbor Mixed Use Transit Corridor Plan (SP-2) was adopted in 2014 as a result of interest in developing mixed-use residential and commercial projects in its project area. The regulating plan, which establishes land uses and development standards, allows a variety of housing projects, including multi-family and mixed-use residential communities, as well as live/work

units. The selection of the SP-2 development standards for this Project is consistent with the overall character of the surrounding community.

- F. The California Density Bonus law allows developers to seek increases in base density for providing on-site housing units in exchange for providing affordable units on site. To help make constructing on-site affordable units feasible, the law allows developers to seek incentives/concessions or waivers or reductions of development standards.
- G. The Applicant's request has been evaluated by the City's Development Review Committee ("DRC") through Development Project No. 2024-12. Through this review, the DRC has considered the subject site, proposed development, and the Applicant's requests for a concession and waivers or reductions pursuant to the State's Density Bonus Law.
- H. On April 28, 2025, the Planning Commission of the City of Santa Ana held a duly noticed public hearing and at that time considered all testimony, written and oral.
- I. Section 41-1607 of the Santa Ana Municipal Code ("SAMC") requires an application for a density bonus agreement containing deviations (incentives/concessions and/or waivers or reductions) to be approved by the Planning Commission.
- J. The Planning Commission determined that the following findings, which must be established in order to grant a deviation pursuant to SAMC Section 41-1607, have been established for Density Bonus Agreement No. 2025-02 to allow construction of the proposed Project:
 - 1. That the proposed development will materially assist in accomplishing the goal of providing affordable housing opportunities in economically balanced communities throughout the city.

The proposed development will provide a thirty-six unit single-family attached townhome development, four of which are proposed as moderate-income affordable units, contributing toward the City's ownership housing stock to serve the needs of diverse and underserved populations. The construction of this Project will contribute toward an economically balanced community by providing housing for different demographic and income levels in an area rich with employment opportunities, commercial development, and market-rate housing.

- 2. That the development will not be inconsistent with the purpose of the underlying zone or applicable designation in the general plan land use element.

The application is being submitted as a Senate Bill No. 330 application. The proposed Project and its design and improvements will be consistent with the Urban Neighborhood-50 (UN-50) land use designation of the General Plan and are otherwise consistent with all other elements of the General Plan and any applicable specific plans. The current general plan land use designation for the Project site is UN-50 which allows a mix of uses, including medium and medium-high density apartments, townhomes, garden- or motor-court homes, and neighborhood- serving commercial. The proposed density is 20 du/ac and well within the 50 dwelling units per acre (du/ac) maximum allowed under its general plan land use designation.

3. That the deviation is necessary to make it economically feasible for the Applicant to utilize a density bonus authorized for the development pursuant to section 41-1603.

The proposed Project requires six deviations in: (1) vehicular access; (2) frontyard/porch width for symmetrical entry; (3) street setback dimension; (4) common open space area; (5) private open space area; and (6) private open space dimensions. The five deviations are described as follows:

Vehicular Access

SP-2 requires that vehicular access to off-street parking should be taken from the primary street unless an alley or side street is available. The Project proposes vehicular access from Harbor Boulevard rather than Figueroa Street, which would be considered a side street.

Vehicular access is proposed along Harbor Boulevard to address the site's limited frontage on Figueroa Street and enhance overall resident usability. Relocating the primary access point to Harbor Boulevard ensures more functional, safe, and efficient entry for residents while improving fire protection access. Additionally, a pedestrian connection to Figueroa Street is planned to maintain foot traffic connectivity and accessibility. A redesign could necessitate reconfiguring building layouts, setbacks, and internal circulation pathways, which would result in a reduction in the overall number of market rate and affordable units. A site redesign may also result in a reduction in the overall common and private open space provided, which is already not meeting the required SP-2 standards.

Frontyard/Porch Frontage – Width

The development standards in SP-2 require minimum floor heights based on the selected frontage type (e.g., forecourt, shop front, stoop, etc.). The minimum dimension for porch type building frontages is 12' width if a symmetrical entry. None of the porches fully meet this requirement as they only provide 4 ft wide symmetrical entries.

Providing wider symmetrical entries would require substantial site revisions, reducing the number of market rate and affordable units and necessitating layout changes due to the site's width, depth, and vehicular circulation requirements. Moreover, modifying porch widths would be infeasible and would require building reconfiguration, disrupting the efficient floor plan, reducing interior space and bedroom counts, and impacting overall Project density.

Setback – Public Street

The maximum building to adjacent public street right-of-way setback is 8 feet. The Project proposes an 8.5 foot setback along Harbor Boulevard and 22 foot setback along Figueroa Street.

Meeting the maximum setback requirement will affect the Project's site layout by reducing proposed common and private open space. It will limit the land available for functional outdoor areas such as the private ground floor patios along Harbor Boulevard and the interior common open space courtyard along Figueroa Street. Modifying these setbacks to meet the 8 foot maximum would require significant reconfiguration of the building layout, potentially compromising the functionality of private patios, reducing the common courtyard space, and altering the overall design intent of the Project. These larger setbacks have been designed to balance resident privacy and usable open space within the site constraints.

Common Open Space – Area

Pursuant to SP-2, the minimum common open space for the Project site (net) is equal to 15 percent of the lot, or approximately 9,409 sq. ft. As proposed, the Project provides a 1,951 sq. ft. of common open space (approximately 3 percent), which is a difference of 7,458 sq. ft. or 12-percent.

The minimum common open space requirement specified in SP-2 is designed to offer visual relief and strengthen the connection to the natural environment. As new homes and businesses are established along the corridor, there will be an increased demand for spaces to relax and recreate that are easy to access. While the full 15 percent is not provided, residents will still have access to a 1,951 square foot common open space courtyard within the site's interior. The design and layout (approx. 30 ft. x 65 ft.) of the proposed common open space would provide functional amenities to residents (e.g., picnic tables, BBQ, lounge furniture, etc.). The open space would also feature a shade trellis, hardscaping materials, trees, and shrubs. In addition, the project benefits from its proximity to Santa Anita Park, located directly east and accessible via a pedestrian gate along the Figueroa frontage. This nearby public green space compensates for the reduced on-site open space, enhancing accessibility to recreational areas and supporting community connectivity.

Meeting the minimum required open space would eliminate six or more units, affecting project feasibility. To maintain the proposed unit count, the developer would need to modify the building type and construct additional floors, potentially exceeding the maximum allowable height in the Harbor Mixed Use Transit Corridor Plan (SP-2) and increasing development costs. To help alleviate the open space deficiency, the Project proposes an average of 212 sq. ft. of private open space per unit, through private balconies/decks.

Private Open Space – Area

The minimum required private open space is 90 sq. ft. per dwelling unit. Two (2) of the 36 units do not meet this requirement, while the remaining thirty-four (34) units fulfill the minimum area required through a combination of upper balconies/decks and ground floor yards.

The most direct approach to meeting the minimum private open space requirement would involve extending the balconies of the two non-compliant units by at least three feet toward Harbor Boulevard, a busy and noisy thoroughfare. This adjustment would not only compromise their livability but also reduce the sense of privacy for residents as balconies would be closer to the street and more exposed to public view. Furthermore, this expansion would diminish the visibility of the corner unit's live/work space from the street. These changes would also disrupt the cohesive design rhythm and shared

building plane with the other nine units along the street, creating an aesthetic imbalance that detracts from the project's overall architectural harmony.

Private Open Space – Dimensions

The minimum dimensions for private open space are 6 feet in all directions. Three (3) out of the 36 units (Units 1, 2, & 11) do not meet the minimum 6 feet in all directions for private area.

Addressing Units 1 and 2 would involve extending their balconies toward Harbor Boulevard, a busy and noisy thoroughfare, while Unit 11 could alternatively expand its ground-floor patio closer to the street. Both solutions, however, would bring private areas nearer to the high-traffic corridor, reducing resident privacy and diminishing the corner unit's live/work space visibility. These modifications would also disrupt the cohesive design rhythm and shared building plane with the other nine units, creating an aesthetic imbalance that undermines the project's architectural harmony.

Section 2. Pursuant to the requirements of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 2014 in order to address the potential environmental impacts associated with the Harbor Mixed Use Corridor Specific Plan. A mitigation monitoring and reporting program (MMRP), findings of fact, and a statement of overriding consideration were adopted with the 2014 EIR.

As proposed, the development is not anticipated to have additional environmental impacts not addressed in the 2014 EIR. Furthermore, in accordance with the California Environmental Quality Act (CEQA), the recommended action is exempt from further review under Section 15195 (Residential Infill Exemption), as this Project meets all the threshold criteria set forth in Section 15192 (Threshold Requirements for Exemptions). This exemption applies to projects or sites that:

1. Meet the threshold criteria set forth in section 15192; provided that with respect to the requirement in section 15192(b) regarding community-level environmental review, such review must be certified or adopted within five years of the date that the lead agency deems the application for the project to be complete pursuant to Section 65943 of the Government Code.
2. Meet both of the following size criteria:
 - A. The site of the project is not more than four acres in total area.
 - B. The project does not include any single level building that exceeds 100,000 square feet.
3. Meet both of the following requirements regarding location:

- A. The project is a residential project on an infill site.
- B. The project is within one-half mile of a major transit stop.
- 4. Meet both of the following requirements regarding number of units:
 - A. The project does not contain more than 100 residential units.
 - B. The project promotes higher density infill housing. The lead agency may establish its own criteria for determining whether the project promotes higher density infill housing except in either of the following two circumstances:
 - 1) A project with a density of at least 20 units per acre is conclusively presumed to promote higher density infill housing.
 - 2) A project with a density of at least 10 units per acre and a density greater than the average density of the residential properties within 1,500 feet shall be presumed to promote higher density infill housing unless the preponderance of the evidence demonstrates otherwise.
- 5. Meets the following requirements regarding availability of affordable housing: The project would result in housing units being made available to moderate, low, or very low income families as set forth in either A or B below:
 - A. The project meets one of the following criteria, and the project developer provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units as set forth below at monthly housing costs determined pursuant to paragraph (3) of subdivision (h) of Section 65589.5 of the Government Code.
 - 1) At least 10-percent of the housing is sold to families of moderate income, or
 - 2) Not less than 10-percent of the housing is rented to families of low income, or
 - 3) Not less than 5-percent of the housing is rented families of very low income.
 - B. If the project does not result in housing units being available as set forth in subdivision (A) above, then the project developer has paid or will pay in-lieu fees pursuant to a local ordinance in an amount sufficient to result in the development of an equivalent number of units that would otherwise be required pursuant to subparagraph (A).

The project site is not more than four acres in area, the project does not include any single level building exceeding 100,000 square feet, and the project is an infill development within one-half mile of a major transit stop. Moreover, the development promotes higher density infill housing, does not contain more than 100 residential units, and results in housing units made available to moderate income families. Based on this analysis, a Notice of Exemption, Environmental Review No. 2024-80, will be filed for this project.

Section 3. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, referendum, and other proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such

other procedures), judgments, orders, and decisions (collectively “Actions”), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve the legal counsel providing the City’s defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

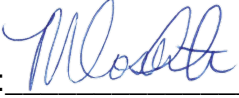
Section 4. The Planning Commission of the City of Santa Ana, after conducting the public hearing, hereby approves that certain concession and those waivers or reductions of development standards (deviations), as described in this Resolution and in the City’s Staff Report and as memorialized in Density Bonus Agreement No. 2025-02 in Exhibit A attached hereto and incorporated as though fully set forth herein. This decision is based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Request for Planning Commission Action dated April 28, 2025, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

ADOPTED this 28th day of April 2025, by the following vote:

AYES:	Commissioners:
NOES:	Commissioners:
ABSENT:	Commissioners:
ABSTENTIONS:	Commissioners:

Jennifer Oliva
Chairperson

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: 

Melissa M. Crosthwaite
Senior Assistant City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, NUVIA OCAMPO, Recording Secretary, do hereby attest to and certify the attached Resolution No. 2025-XX to be the original resolution adopted by the Planning Commission of the City of Santa Ana on April 28, 2025.

Date: _____

Nuvia Ocampo
Recording Secretary
City of Santa Ana

EXHIBIT A
Conditions for Approval for Density Bonus Agreement Application No. 2025-02

The waivers or reductions of development standards (deviations) as memorialized in Density Bonus Agreement Application No. 2025-02 are approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code, and all other applicable regulations. In addition, it shall meet the following conditions of approval:

The Applicant must comply with each and every condition listed below prior to exercising the rights conferred by this Resolution.

The Applicant must remain in compliance with all conditions listed below throughout the life of the development project.

1. All proposed site improvements must conform to the Development Project ("DP") approval of DP No. 2024-12 and the plans presented to the Planning Commission on the date of public hearing and Project approval.
2. Any proposed amendment to the DP No. 2024-12, including modifications to approved materials, finishes, architecture, site plan, landscaping, unit count, mix, and square footages must be submitted to the Planning Division for review. At that time, staff will determine if administrative relief is available or if the Development Project Review must be amended.
3. Walls and Fencing.
 - a. The Applicant shall construct a minimum six-foot (6') tall solid perimeter wall, as measured from nearest adjacent finished sidewalk, surrounding the project site. The perimeter wall shall conform to all applicable Citywide Design Guidelines, including a split-face or painted design with regularly-spaced pilasters and decorative cap. The Applicant is responsible for coordination with any adjacent property owners to avoid double-walls or gaps between walls where possible.
 - b. Climbing vines shall be planted at regularly-spaced intervals along all exposed walls and wrought-iron fencing to deter graffiti. All solid walls shall be finished with anti-graffiti coating.
4. All mechanical equipment shall be screened from view from public and courtyard areas.
5. All balconies shall be designed and constructed with adequate drainage systems to prevent water accumulation and ensure proper runoff, subject to review and approval by the Planning Division prior to issuance of building permits.

6. Before submitting a landscape review application, the Applicant shall meet with Planning Division staff to evaluate the proposed plant species, sizes, quantities, and placement of trees, shrubs, and groundcover to ensure the maximize onsite landscaping in compliance with established landscape standards. The final landscape plan shall include a diverse selection of shade-producing canopy trees from the City's approved street tree list, ensuring the maximum possible number is incorporated.
7. The following parking management practices shall be incorporated into the final, recorded CC&Rs and shall apply through the life of the Project:
 - a. Requiring onsite parking permits (such as stickers or hang-tags) for any parking in the surface guest parking spaces;
 - b. Policies for maximum time vehicles may be parked in the surface guest spaces;
 - c. Policies for towing unauthorized vehicles; vehicles parked in unauthorized locations, such as fire lanes; vehicles parking in surface guest parking without a sticker, hang-tag, or other identifiers; and vehicles parked longer than any maximum guest parking timeframes allowed; and
 - d. Routine garage inspections to ensure garages are available for vehicle parking.
8. Prior to issuance of building permits, the Applicant shall submit a construction schedule and staging plan to the Planning Division for review and approval. The plan shall include construction hours, staging areas, parking and site security/screening during construction.
9. A final detailed amenity plan must be reviewed and approved prior to issuance of any building permits. The plan shall include details on the hardscape design, lighting concepts and outdoor furniture for amenity, plaza, or courtyard areas as well as an installation plan. The exact specifications for these items are subject to the review and approval by the Planning Division.
10. Prior to installation of landscaping, the Applicant shall submit photos and specifications of all trees to be installed on the Project site for review and approval by the Planning Division. Specifications shall include, at a minimum, the species, box size (24 inches minimum), brown trunk height (10-foot minimum), and name and location of the supplier.
11. The Applicant shall install enhanced lighting within the pedestrian access proposed adjacent to the Figueroa Street. The enhanced lighting shall include pedestrian-scaled lighting along all walkways and where appropriate, wall-mounted lighting to be architecturally compatible and pedestrian scaled. The

lighting levels shall be sufficient to create a perceived sense of security and safety, and for sidewalk and street illumination.

12. After occupancy, landscaping and hardscape materials must be maintained as shown on the approved landscape plans.
13. Subject to review and applicability by the Planning and Building Agency, the Community Development Agency, the Public Works Agency, and the City Attorney, to ensure that the property and all improvements located thereupon are properly maintained, Applicant (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant) shall execute a property management agreement, and incorporate the form of this condition within the Project's CC&R's. The agreement shall be recorded against the property by the City and shall be in a form reasonably satisfactory to the City Attorney. The executed agreement must be submitted to the Planning Division by the Applicant within 90 days of the approval of this Resolution. The agreement shall contain covenants, conditions and restrictions relating to the following:
 - a. Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.);
 - b. Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including, but not limited to, hours of operation, security requirements, the proper storage and disposal of trash and debris, enforcement of the parking management plan, and/or restrictions on certain uses);
 - c. Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;
 - d. Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including, but not limited to, controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);
 - e. If Applicant and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the

Applicant and the owner of the property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms.

- f. The agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume all of the duties and obligations and responsibilities set forth under the agreement.
- g. The agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City.
- h. The execution and recordation of the agreement shall be a condition precedent to the final map being recorded.

TM-2025-02 and DBA-2025-02, Santa Ana 9 Development 125 & 205 S. Harbor Boulevard

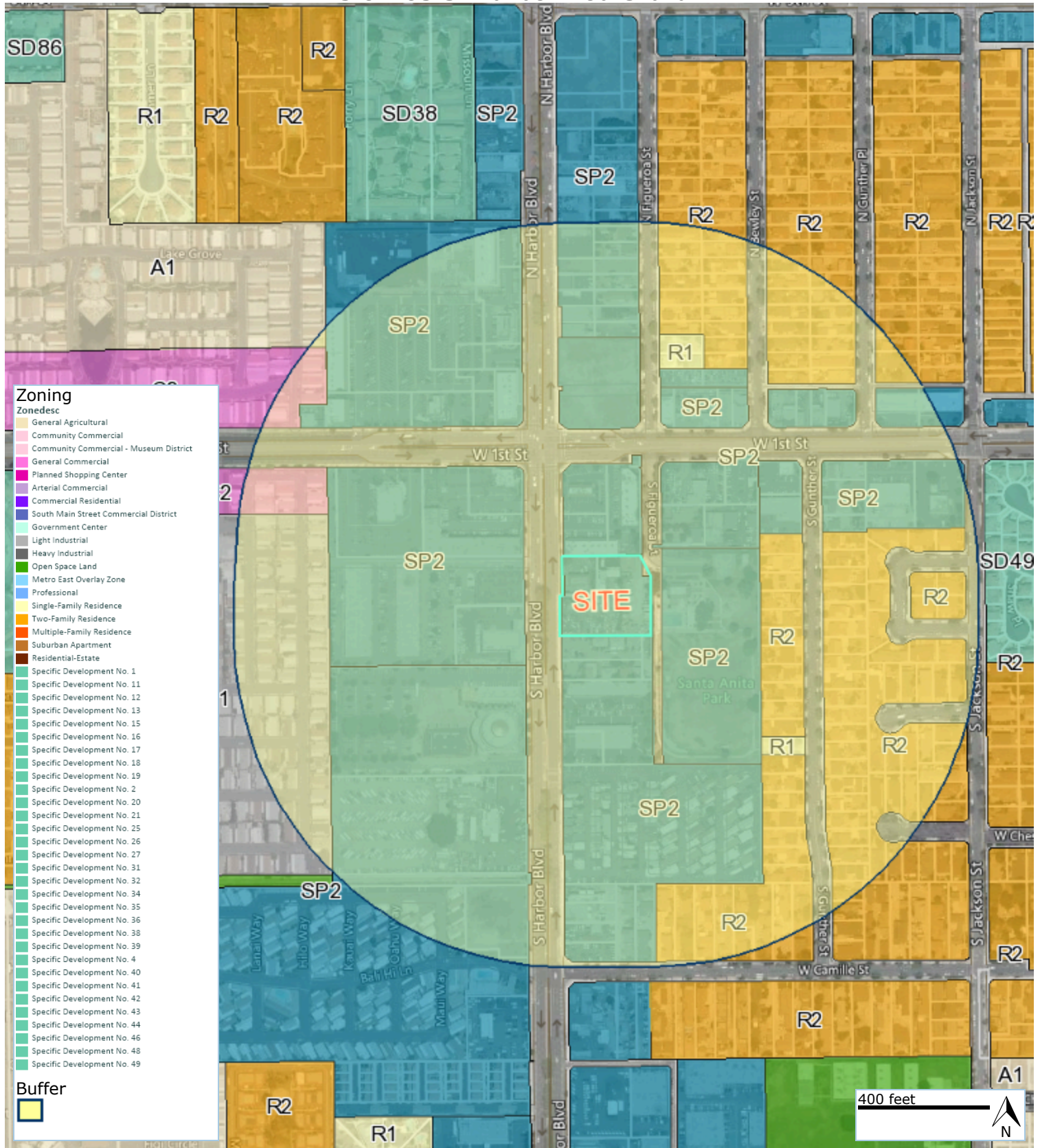


Exhibit 4 – Site Photo

Santa Ana 9

125 & 205 S. Harbor Boulevard, Santa Ana 92704



Exhibit 5 - Site Plan

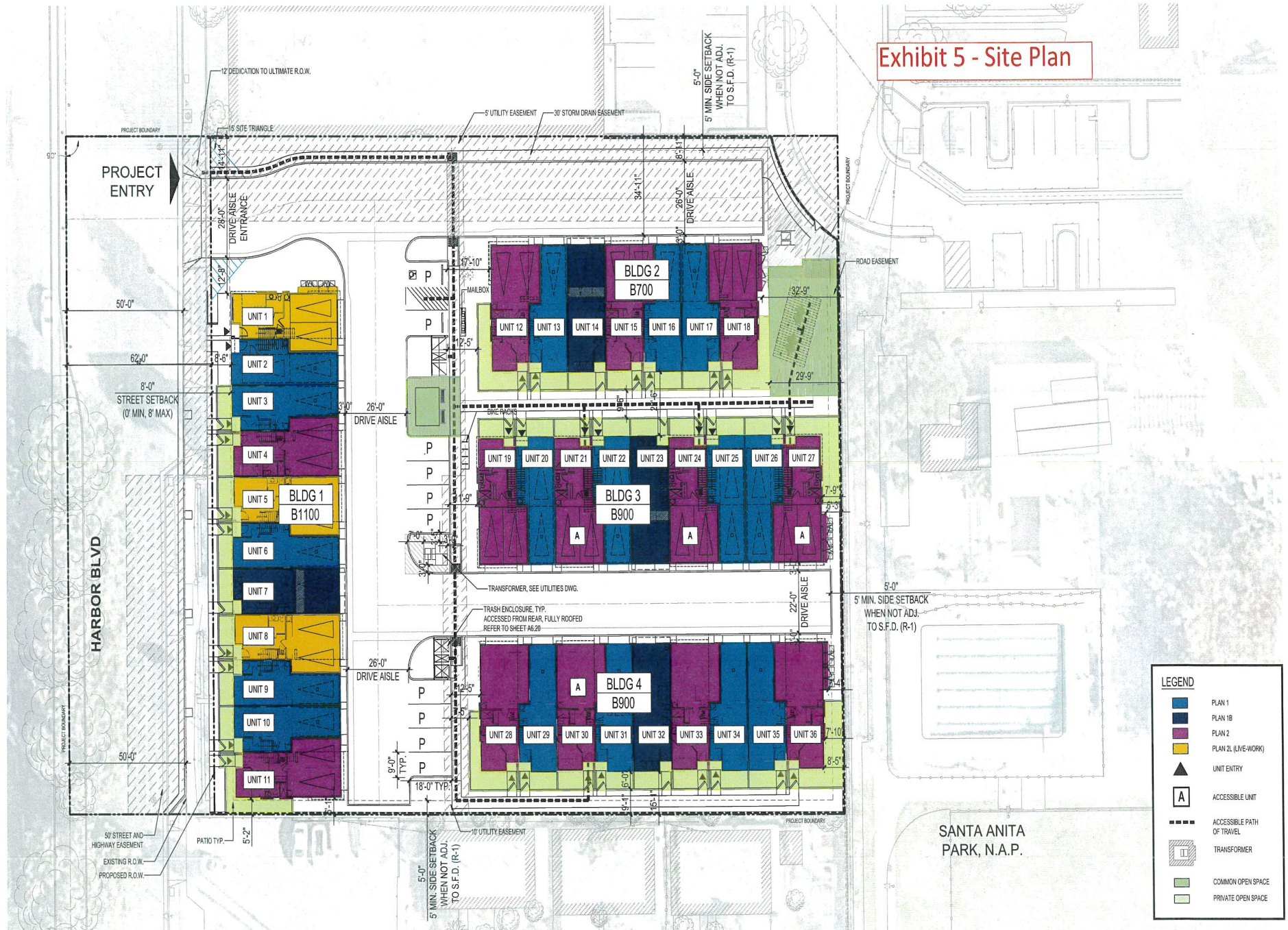
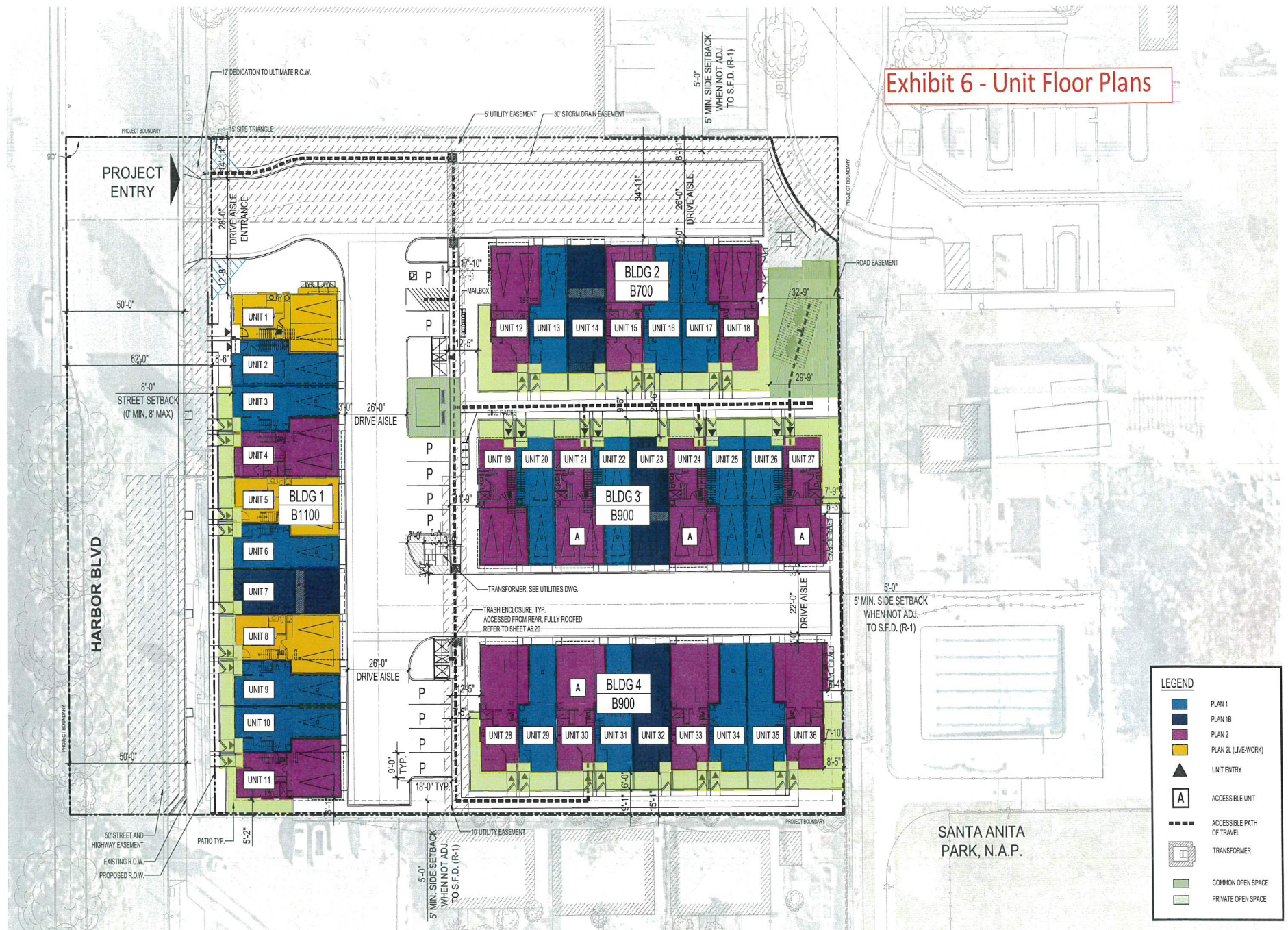
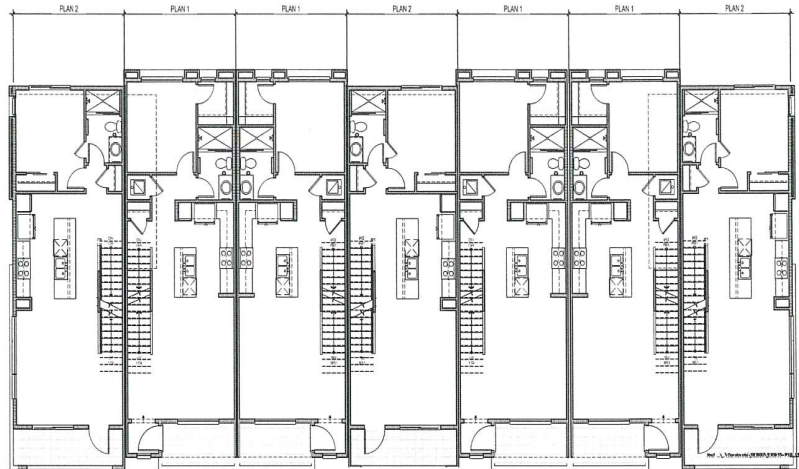
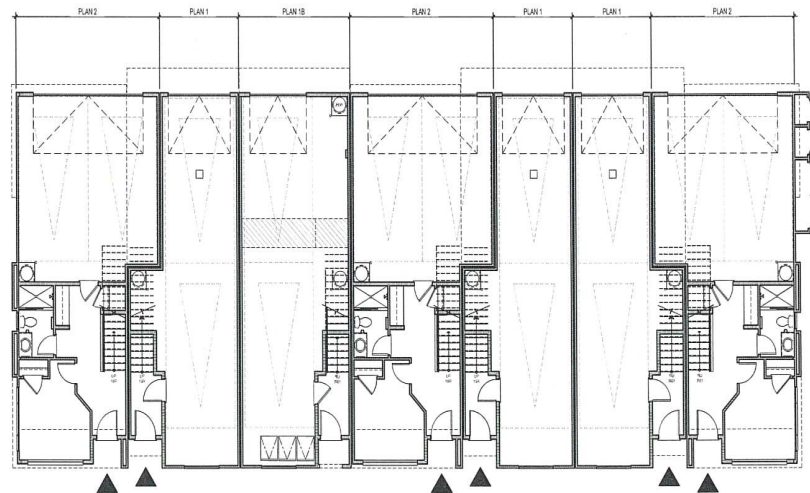


Exhibit 6 - Unit Floor Plans





SECOND FLOOR



FIRST FLOOR



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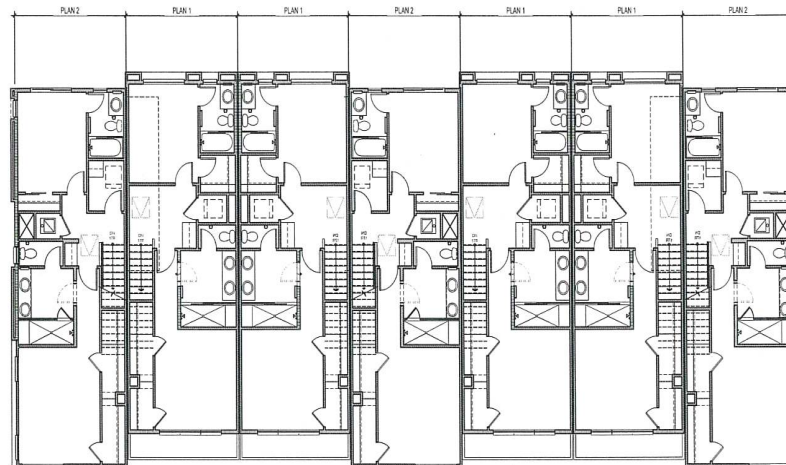
HARBOR AND FIRST
SANTA ANA, CA # 2023-0953

Plot Date: 7.30.2024
1st Submittal Date: 8.01.2024
2nd Submittal Date: 11.20.2024
3rd Submittal Date: 1.30.2025

SCALE 1/8" = 1'-0"
0 4 8 16

BUILDING PLANS - 7-PLEX - B700

A2.20



THIRD FLOOR



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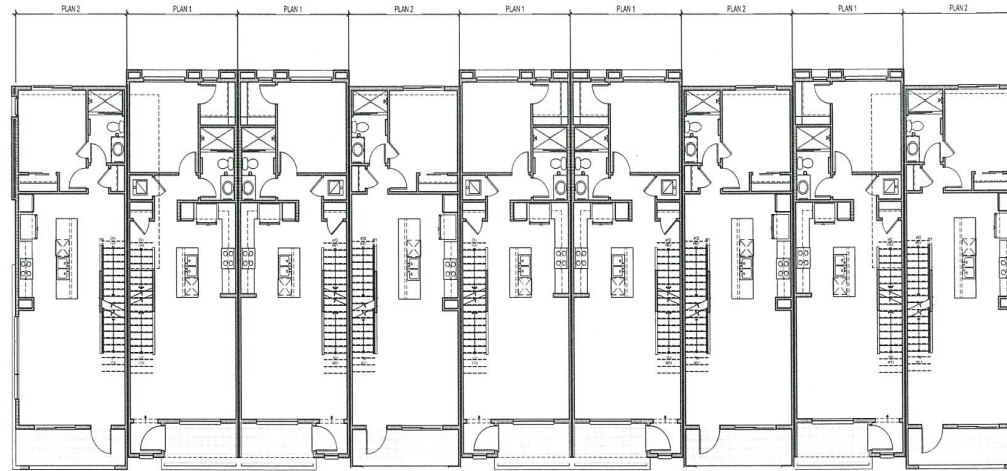
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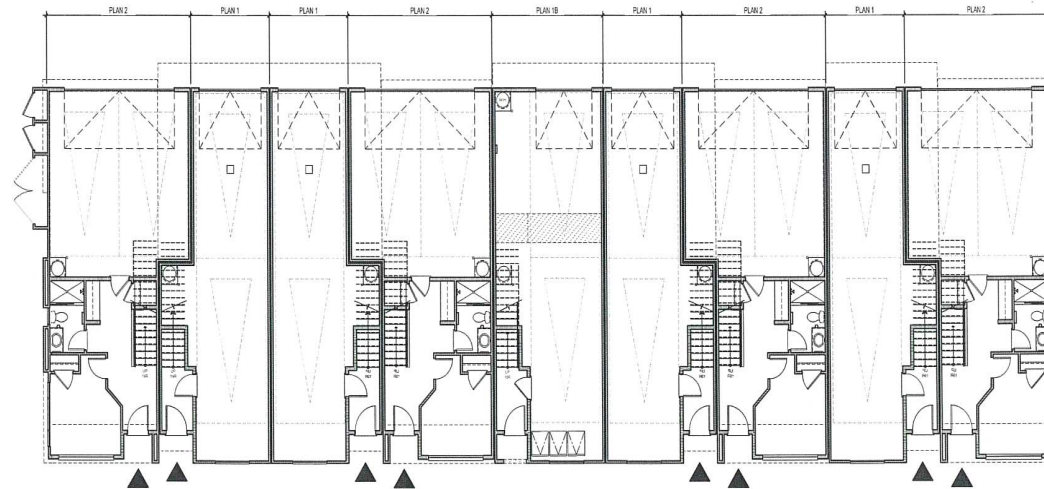
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BUILDING PLANS - 7-PLEX - B700

A2.30



SECOND FLOOR



FIRST FLOOR



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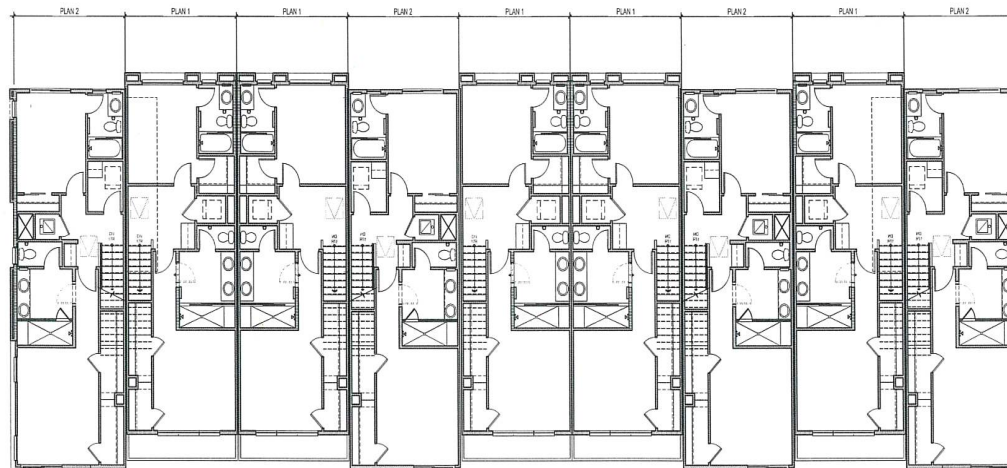
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SANTA ANA, CA # 2023-0953

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3rd Submittal Date: 1.30.2025

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BUILDING PLANS - 9-PLEX - B900

A3.20



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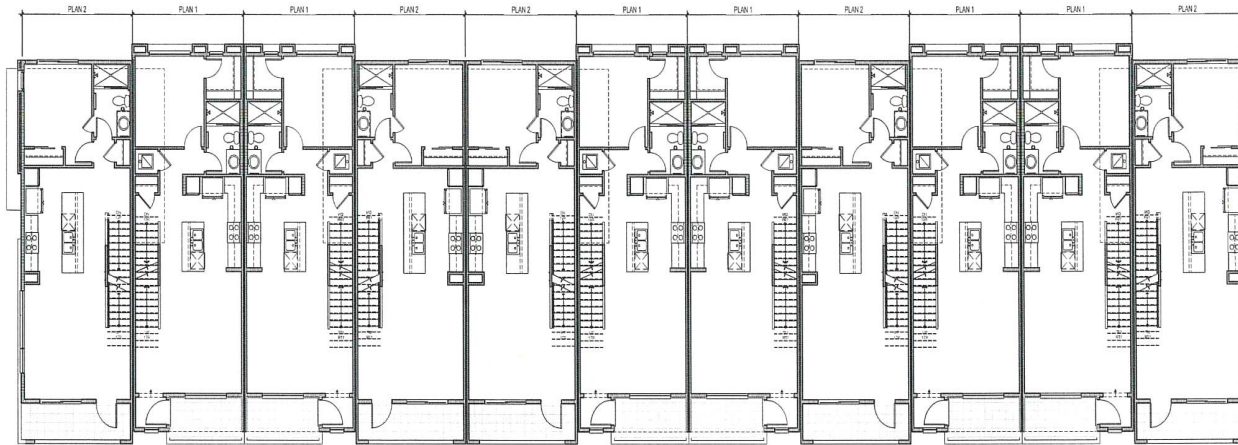
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SANTA ANA, CA # 2023-0953

Plot Date: 1.16.2025
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2nd Submittal Date: 11.20.2024
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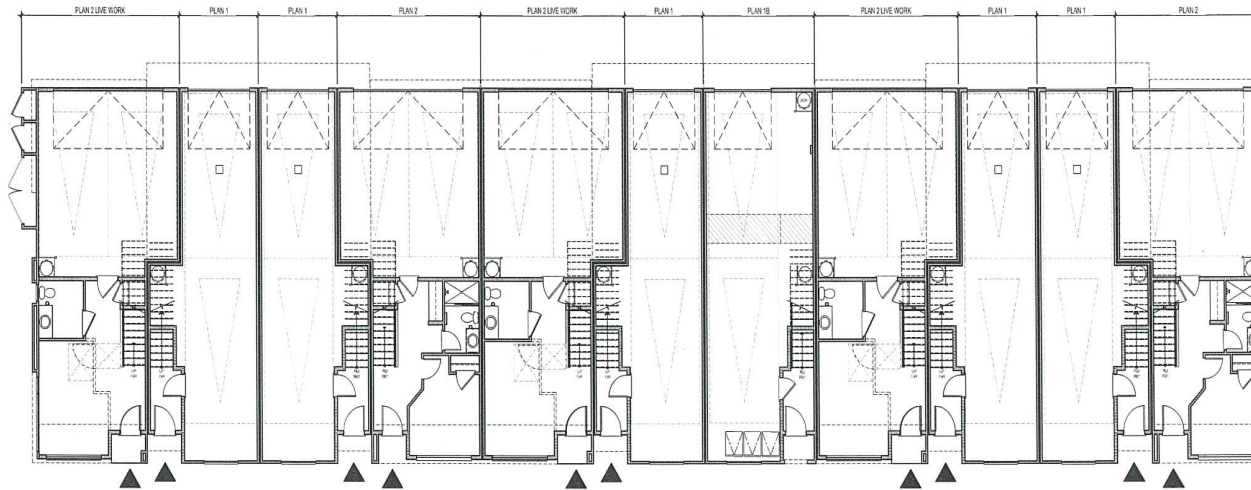
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BUILDING PLANS - 9-PLEX - B900

A3.30



SECOND FLOOR



FIRST FLOOR



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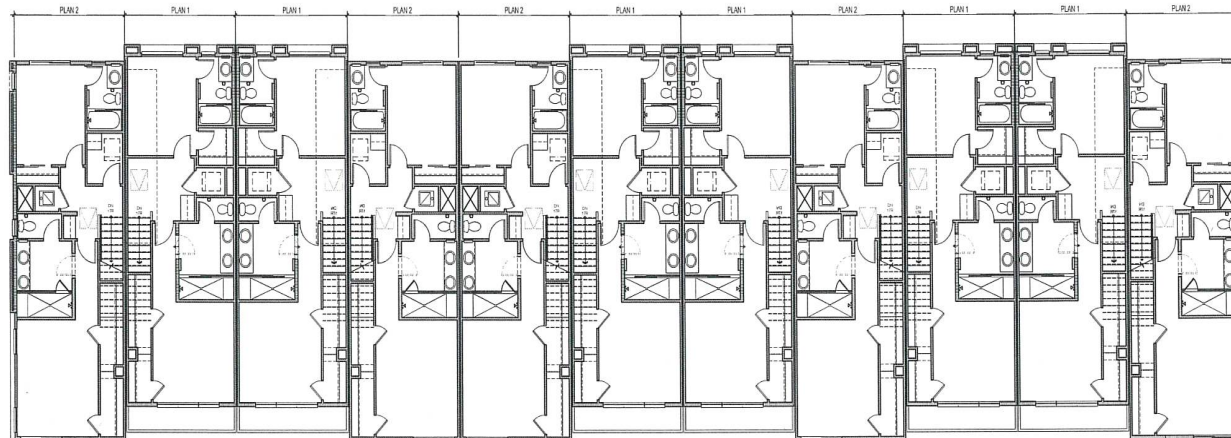
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Plot Date: 7.29.2024
1st Submittal Date: 8.01.2024
2nd Submittal Date: 11.20.2024
3rd Submittal Date: 1.30.2025

SCALE: 1/8" = 1'-0"
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BUILDING PLANS - 11-PLEX - B1100

A4.20



THIRD FLOOR



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CITY VENTURES
Building It Forward

HARBOR AND FIRST
SANTA ANA, CA # 2023-0953

Plot Date: 7.29.2024
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2nd Submittal Date: 11.20.2024
3rd Submittal Date: 1.30.2025

SCALE: 1/8" = 1'-0"
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BUILDING PLANS - 11-PLEX - B1100

A4.30



1 - FRONT PERSPECTIVE

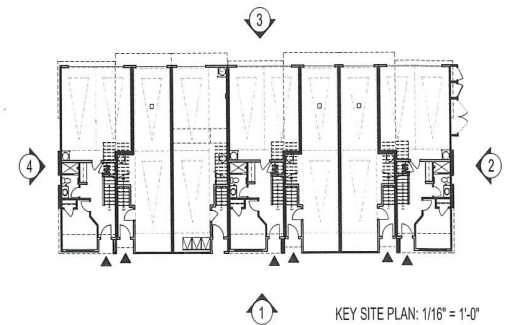


2 - REAR PERSPECTIVE



MATERIAL LEGEND

- | | | |
|--|--------------------------|--|
| 1. STUCCO, LIGHT SAND FINISH | 7. METAL TRIM | 13. FOAM TRIM |
| 2. CORRUGATED METAL CLADDING | 8. METAL AWNING | 14. METAL SECTIONAL GARAGE DOOR |
| 3. STUCCO RECESS / REVEAL AT WINDOW/DOOR | 9. METAL CABLE GUARDRAIL | 15. PATIO LOW WALL, SEE LANDSCAPE DWG. |
| 4. BRICK VENEER | 10. ADDRESS SIGN | |
| 5. VINYL WINDOWS | 11. DECORATIVE LIGHTING | |
| 6. FIBERGLASS ENTRY DOOR WITH GLAZING | 12. UTILITY DOOR | |



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HARBOR AND FIRST
SANTA ANA, CA # 2023-0953

Pilot Date: 7.29.2024
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3rd Submittal Date: 1.30.2025

SCALE: 1/8" = 1'-0"
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ELEVATIONS - 7-PLEX - B700

A2.10



1 - FRONT PERSPECTIVE



2 - REAR PERSPECTIVE



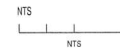
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CITY VENTURES
Building It Forward

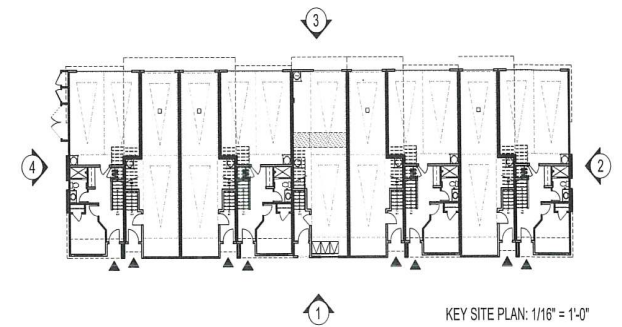
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SANTA ANA, CA # 2023-0953

Pilot Date: 7.29.2024
1st Submittal Date: 8.01.2024
2nd Submittal Date: 11.20.2024
3rd Submittal Date: 1.30.2025



PERSPECTIVE - 9-PLEX - B900

A3.00



MATERIAL LEGEND

- | | | |
|--|--------------------------|--|
| 1. STUCCO, LIGHT SAND FINISH | 7. METAL TRIM | 13. FOAM TRIM |
| 2. CORRUGATED METAL CLADDING | 8. METAL AWNING | 14. METAL SECTIONAL GARAGE DOOR |
| 3. STUCCO RECESS / REVEAL AT WINDOW/DOOR | 9. METAL CABLE GUARDRAIL | 15. PATIO LOW WALL, SEE LANDSCAPE DWG. |
| 4. BRICK VENEER | 10. ADDRESS SIGN | |
| 5. VINYL WINDOWS | 11. DECORATIVE LIGHTING | |
| 6. FIBERGLASS ENTRY DOOR WITH GLAZING | 12. UTILITY DOOR | |



Architecture + Planning
888.456.5849
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CITY VENTURES
Building It Forward

HARBOR AND FIRST
SANTA ANA, CA #2023-0953

Plot Date: 7.29.2024
1st Submittal Date: 8.01.2024
2nd Submittal Date: 11.20.2024
3rd Submittal Date: 1.30.2025

SCALE: 1/8" = 1'-0"
0 4 8 16

ELEVATIONS - 9-PLEX - B900

A3.10



1 - FRONT PERSPECTIVE



2 - REAR PERSPECTIVE



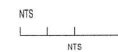
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HARBOR AND FIRST
SANTA ANA, CA # 2023-0953

Plot Date: 7.29.2024
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PERSPECTIVE - 11-PLEX - B1100

A4.00



4 - LEFT



3 - REAR



2 - RIGHT

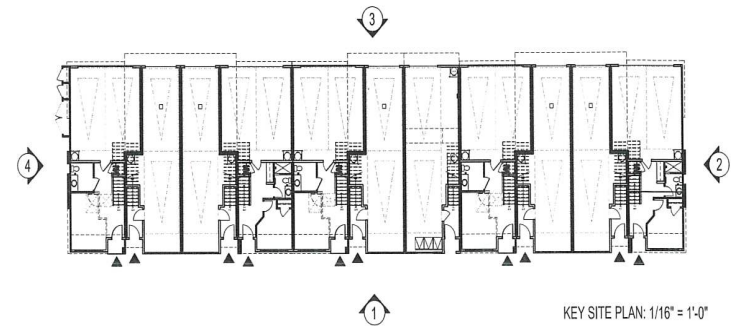


1 - FRONT

MATERIAL LEGEND

- | | |
|--|--------------------------|
| 1. STUCCO, LIGHT SAND FINISH | 7. METAL TRIM |
| 2. CORRUGATED METAL CLADDING | 8. METAL AWNING |
| 3. STUCCO RECESS / REVEAL AT WINDOW/DOOR | 9. METAL CABLE GUARDRAIL |
| 4. BRICK VENEER | 10. ADDRESS SIGN |
| 5. VINYL WINDOWS | 11. DECORATIVE LIGHTING |
| 6. FIBERGLASS ENTRY DOOR WITH GLAZING | 12. UTILITY DOOR |

- | |
|--|
| 13. FOAM TRIM |
| 14. METAL SECTIONAL GARAGE DOOR |
| 15. PATIO LOW WALL, SEE LANDSCAPE DWG. |



KEY SITE PLAN: 1/16" = 1'-0"



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CITY VENTURES
Building It Forward

HARBOR AND FIRST
SANTA ANA, CA # 2023-0953

Plot Date: 1.30.2025
1st Submittal Date: 6.01.2024
2nd Submittal Date: 11.20.2024
3rd Submittal Date: 1.30.2025

SCALE: 1/8" = 1'-0"
0 4 8 16

ELEVATIONS - 11-PLEX - B1100

A4.10

A



STUCCO BODY 1, LIGHT SAND FINISH
SW 7757 HIGH REFLECTIVE WHITE

B



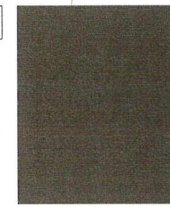
STUCCO BODY 2, LIGHT SAND FINISH
SW 7647 CRUSHED ICE

C



STUCCO BODY 3, LIGHT SAND FINISH
SW 7069 IRON ORE

D



STUCCO BODY 4, LIGHT SAND FINISH
SW 9100 GRAY UMBER RUST

E



AWNING, TRIM, METAL
SW 6258 TRICORN BLACK

F



ENTRY DOOR 1, GARAGE DOOR 1
SW 6258 TRICORN BLACK

G



ENTRY DOOR 2, GARAGE DOOR 2
SW 6508 SECURE BLUE

H



UTILITY DOOR 3
SW 7757 HIGH REFLECTIVE WHITE

I



BRICK VENEER
ENDICOTT - THIN BRICK, AUTUMN SANDS

J



CORRUGATED METAL CLADDING
PAC-CLAD - 7.2 PANEL, MUSKET GRAY



[illegible]

SOUTHWEST GROUP
ENGINEERING CONSULTANTS, INC.
Electrical HVAC Plumbing Energy



(949) 387 - 8089
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5201 Research Dr.
Irvine, California 92618

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CITY VENTURES
3121 MICHELSON DRIVE
SUITE 150
IRVINE, CALIFORNIA 92612
PHONE NO. 949.258.7555

HARBOR AND FIRST
SANTA ANA, CA

[illegible]

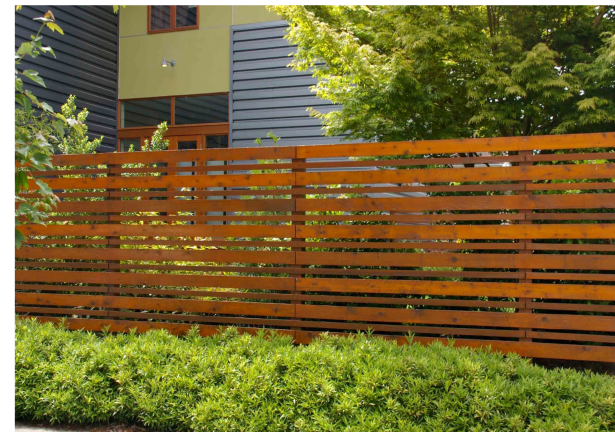
It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor throughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or client's subcontractors proceeding with the work. The client will be responsible for any delays in construction if these

LIGHTING
FIXTURE
CUTSHEETS

LEGEND

- 1 Project Entry
- 2 View Fence on Low Wall Combo with Accent Screening Vine Planting
- 3 Shade Trees
- 4 Enhanced Paving with Specimen Tree
- 5 Shade Structure with Social Gathering
- 6 Residential Access Gate to Park
- 7 Patio Fence/Gate
- 8 Concrete Walk
- 9 Transformer
- 10 Trash Enclosure
- 11 Mailbox Cluster
- 12 Bike Rack Parking
- 13 Street Tree- 24" box @ 35' o.c., including deep root irrigation system, per City Standards and approved plan, as needed.
 - Street Tree on N. Harbor Blvd: Pink Trumpet (Handroanthus impetiginosus)
- 14 Backflow Device with Removable Utility Screen Fence
- 15 Screen Wall





LEGAL DESCRIPTION:

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

PARCEL 1:
THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH IS 330 FEET SOUTH AND 165 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 15, SAID POINT OF COMMENCEMENT BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE P. FRANK AND ANNA E. FRANK, HUSBAND AND WIFE, AS JOINT TENANTS, BY DEED DATED AUGUST 12, 1925 AND RECORDED DECEMBER 19, 1925 IN BOOK 621, PAGE 218, OF DEEDS;

THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, 165 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, 120 FEET;
THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, 165 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO GEORGE P. FRANK AND ANNA E. FRANK, HUSBAND AND WIFE, AS JOINT TENANTS, BY DEED DATED AUGUST 12, 1925 AND RECORDED DECEMBER 19, 1925 IN BOOK 621, PAGE 218, OF DEEDS;
THENCE NORTH ALONG THE EAST LINE OF SAID FRANK'S LAND TO THE POINT OF BEGINNING.
APN: 144-311-15

VESTED OWNER:

CALIFORNIA LIMITED LIABILITY COMPANY-205 SOUTH HARBOR PLAZA LLC

SITE ADDRESS:

125 & 205 S. HARBOR BOULEVARD
SANTA ANA, CA 92706

BASIS OF BEARINGS:

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, 1983 NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTIGUOUS GLOBAL POSITIONING STATIONS (CGPS) "SACY" AND "YVPK" BEING N23°25'58"E AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY .9999817315

NORTHING EASTING

SACY: 2218016.191 6061432.265

YVPK: 2188769.567 6048756.255

BENCHMARK STATEMENT:

COUNTY OF ORANGE BENCHMARK NO. 1F-135-69
ELEV. 69.206 (NAVD88)

DESCRIBED AS: 1 FOUND 3 3" OCS ALUMINUM BENCHMARK DISK STAMPED "1F-135-69" LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF HARBOR BLVD AND CAMILLE STREET, 59FT. WESTERLY OF THE CENTERLINE OF HARBOR BLVD AND 280FT. NORTHERLY OF THE CENTERLINE OF CAMILLE STREET. MONUMENT IS SET LEVEL WITH THE SIDEWALK

FLOOD NOTE:

THE SUBJECT PROPERTY FALLS WITHIN "ZONE X" AREA WITH REDUCED FLOOD RISK DUE TO LEVEE PER FEMA MAP NO. 06050C0256A, A PRINTED PANEL, EFFECTIVE DECEMBER 3, 2009.

LAND USE SUMMARY:

GROSS AREA: 1.818 AC
NET AREA: 1.442 AC
TOTAL PROPOSED LOTS: 1
TOTAL PROPOSED DWELLING UNITS: 45

UTILITY PURVEYORS & SERVICES:

WATER: CITY OF SANTA ANA WATER DEPARTMENT (714) 647-3341
SEWER: CITY OF SANTA ANA PUBLIC WORKS (714) 647-5690
ELECTRIC: SOUTHERN CALIFORNIA Edison (800) 655-4555
GAS: THE SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2200
TELEPHONE: AT&T (800) 255-5288
CABLE TV: TIME WARNER CABLE (800) 961-9941
SCHOOL DISTRICT: SANTA ANA UNIFIED SCHOOL DISTRICT (714) 558-5501
FIRE PROTECTION: ORANGE COUNTY FIRE DEPARTMENT (714) 573-6100
REPUBLIC SERVICES (657) 467-6220

NOTE:

1) PURSUANT TO SUBDIVISION MAP ACT SECTION 66456.1(g), MULTIPLE FINAL MAPS MAY BE FILED ON THIS TENTATIVE MAP.

SURVEYOR'S STATEMENT:

THE SURVEY ON WHICH THIS VESTING TENTATIVE MAP IS BASED WAS DONE BY ME, OR UNDER MY DIRECTION. FIELDWORK WAS COMPLETED ON DECEMBER 6, 2023.



ENGINEER'S STATEMENT:

THIS VESTING TENTATIVE MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION ON JANUARY 23, 2025.

RYAN J. BITTNER, R.C.E. 68167

VESTING TENTATIVE TRACT MAP NO. 19329

FOR CONDOMINIUM PURPOSES

IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA

FOUND PUNCHED HEXBAR, DOWN 1.3" IN WELL MONUMENT PER C.R. 2018-00866, ACCEPTED AS N.W. CORNER OF SECTION 15 AND CENTERLINE INTERSECTION OF HARBOR BLVD & 1ST STREET

YERELEK KARABET TR &
S YERELEK FAMILY TR
101 S HARBOR BLVD
APN: 144-311-22

YERELEK KARABET TR &
S YERELEK FAMILY TR
103 S HARBOR BLVD
APN: 144-311-31
(EXISTING COMMERCIAL)

YERELEK KARABET TR &
S YERELEK FAMILY TR
103 S HARBOR BLVD
APN: 144-311-31

FIGUEROA STREET

JACKSON STREET

FIRST STREET

N89°27'19"W 1320.26'

329.29'

CAMILLE STREET

N89°26'47"E 1319.58'

MCFADDEN AVE

FOUND GEAR SPIKE AND WASHER, FLUSH, ILLEGIBLE, ACCEPTED AS THE INTERSECTION OF HARBOR BLVD AND CAMILLE STREET

FOUND PUNCHED BRASS DISK, DOWN 1.5" IN WELL MONUMENT PER CITY OF SANTA ANA THE BK3 PG191, ACCEPTED AS S.W. CORNER, N.W. 1/4 SECTION 15 AND CENTERLINE INTERSECTION OF HARBOR BLVD & MCFADDEN AVE



PREPARED FOR:



CITY VENTURES
HOMEBUILDING, LLC
3121 MICHELSON DRIVE, SUITE 150
IRVINE, CA 92612
PHONE (949) 258-7540

CIVIL ENGINEER:

C&V CONSULTING, INC.
9830 IRVINE CENTER DRIVE
IRVINE, CA 92618
PHONE: (949) 445-1833

SUBDIVIDER:

CITY VENTURES HOMEBUILDING, LLC
3121 MICHELSON DRIVE, SUITE 150
IRVINE, CA 92612
(949) 258-7555

SHEET INDEX:

SHEET NO. VESTING TENTATIVE TRACT MAP
SHEET 1 PRELIMINARY SITE PLAN
SHEET 2 PRELIMINARY GRADING PLAN
SHEET 4 PRELIMINARY SECTIONS

LEGEND:

--- C CENTERLINE
--- SUBDIVISION BOUNDARY
--- EASEMENT
--- EX. LOT LINE
--- EX. R/W
--- PROP. R/W

EXISTING EASEMENTS:

- (A) DENOTES PLOTTED ITEM.
- (2) AN EASEMENT FOR ROADS, RAILROADS AND DITCHES OVER THE WESTERLY 30 FEET OF SAID LAND; ALSO THE USE AND CONTROL OF CLENGAS AND NATURAL STREAMS OF WATER, IF ANY, NATURALLY UPON, FLOWING ACROSS, INTO OR BY SAID TRACT, AND THE RIGHT OF WAY FOR AND TO CONSTRUCT IRRIGATION OR DRAINAGE DITCHES THROUGH SAID LAND TO IRRIGATE OR DRAIN THE ADJACENT LAND, AS RESERVED IN A DEED RECORDED IN BOOK 77, PAGE 542, OF DEEDS.
- (3) EASEMENT(S) FOR THE ROAD PURPOSES IN FAVOR OF: THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY
PURPOSE: ROAD RECORDING DATE: JULY 22, 1886
RECORDING NO: BOOK 169, PAGE 59, OF DEEDS OF LOS ANGELES COUNTY RECORDS
- (6) EASEMENT(S) FOR THE PURPOSE(S) OF PUBLIC UTILITIES
RECORDING NO: BOOK 1505, PAGE 25, OF OFFICIAL RECORDS
- (8) EASEMENT(S) FOR THE PURPOSE(S) OF STREET & HIGHWAY IN FAVOR OF: COUNTY OF ORANGE
RECORDING DATE: MARCH 3, 1958
RECORDING NO: BOOK 4216, PAGE 542, OF OFFICIAL RECORDS
- (10) EASEMENT(S) FOR THE PURPOSE(S) OF STREET & HIGHWAY GRANTED TO: COUNTY OF ORANGE
RECORDING DATE: DECEMBER 10, 1958
RECORDING NO: BOOK 4511, PAGE 330, OFFICIAL RECORDS
- (11) EASEMENT(S) FOR THE PURPOSE(S) OF ROAD(S) GRANTED TO: CITY OF SANTA ANA, A MUNICIPAL CORPORATION FOR THE RIGHT OF INGRESS AND EGRESS
RECORDING DATE: MAY 7, 1969 - RECORDING NO: 4048, BOOK 8949, PG. 468, OFFICIAL RECORDS (A PORTION TO BE VACATED AS SHOWN HEREON)
- (12) EASEMENT(S) FOR THE PURPOSE(S) OF STORM DRAIN(S) IN FAVOR OF: CITY OF SANTA ANA
RECORDING DATE: MARCH 28, 1975
RECORDING NO: BOOK 11366, PAGE 7, OF OFFICIAL RECORDS (TO REMAIN)
- (13) EASEMENT(S) FOR THE PURPOSE(S) OF STORM DRAIN GRANTED TO: CITY OF SANTA ANA
RECORDING DATE: MARCH 17, 1975
RECORDING NO: BOOK 11358, PAGE 355, OFFICIAL RECORDS (TO REMAIN)
- (14) EASEMENT(S) FOR THE PURPOSE(S) OF PUBLIC STREET GRANTED TO: CITY OF SANTA ANA
RECORDING DATE: MAY 12, 1987
RECORDING NO: 87-266370, OF OFFICIAL RECORDS
- (15) EASEMENT(S) FOR THE PURPOSE(S) UNDERGROUND UTILITIES IN FAVOR OF: UNDERGROUND ELECTRICAL SUPPLY SYSTEMS & COMMUNICATION SYSTEMS
RECORDING DATE: MAY 22, 1990
RECORDING NO: 90-272435, OF OFFICIAL RECORDS

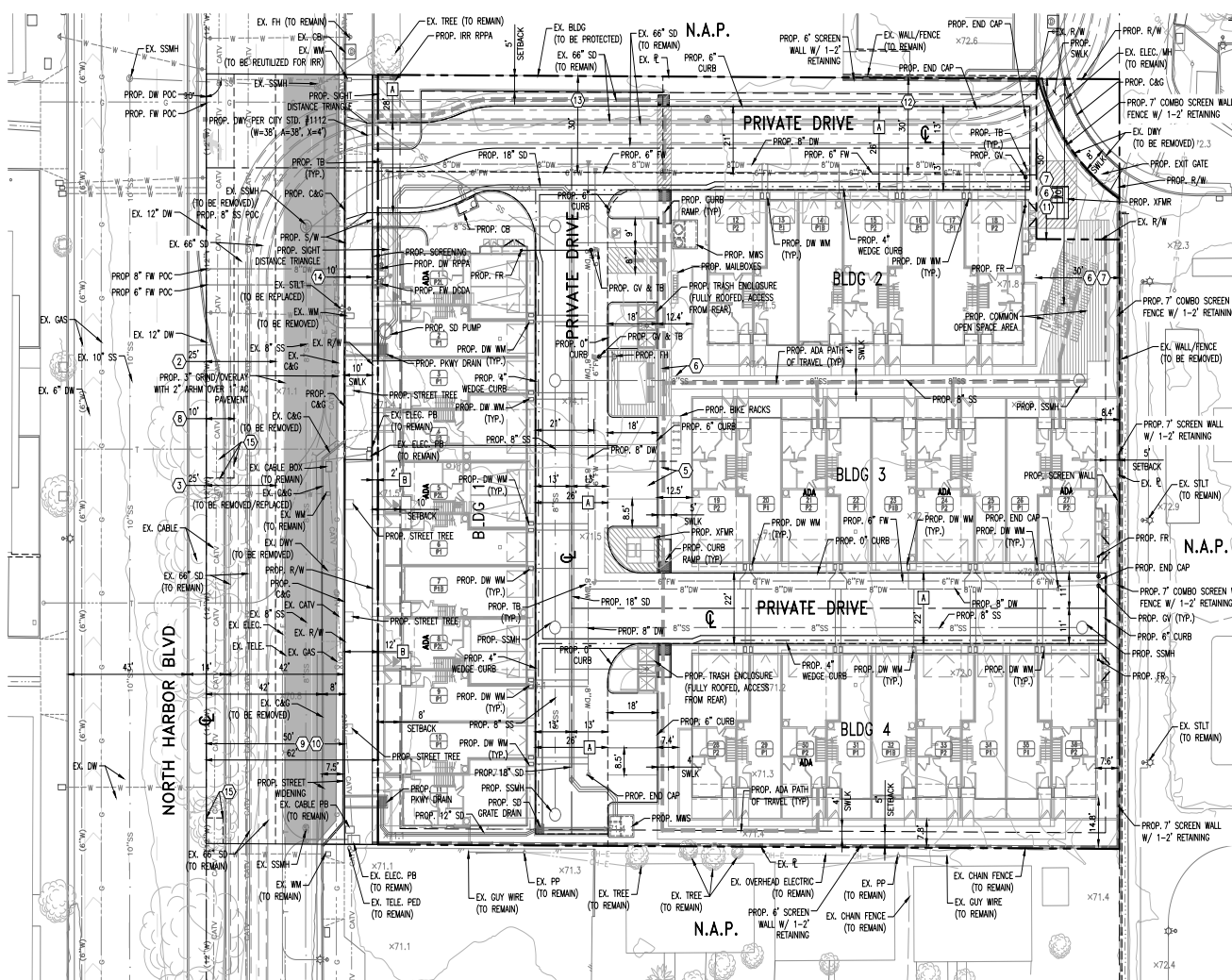
PROPOSED EASEMENTS:

- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED TO THE CITY OF SANTA ANA
- (B) INDICATES A DEDICATION IN FAVOR TO THE CITY OF SANTA ANA



VICINITY MAP
N.T.S.

CITY OF SANTA ANA DEPARTMENT OF PLANNING AND DEVELOPMENT		PROJECT NO. CVEN-174
VESTING TENTATIVE TRACT MAP NO. 19329		SHEET 1
VESTING TENTATIVE TRACT MAP NO. 19329		OF 4
125 & 205 S. HARBOR BOULEVARD SANTA ANA, CALIFORNIA 92703		



GENERAL INFORMATION:

- DATE OF PREPARATION: APRIL 5, 2024
- DATE OF SURVEY: DECEMBER 8, 2023
- NET LOT AREA: 1.442 AC
- EXISTING ZONING: HARBOR MIXED USE TRANSIT CORRIDOR SP - CORRIDOR ZONE
- EXISTING LAND USE: UN - URBAN NEIGHBORHOOD
- PROPOSED LAND USE: UN - URBAN NEIGHBORHOOD
- CONTOUR INTERVAL IS 1 FOOT.
- ALL DIMENSIONS ARE APPROXIMATE.
- ALL IMPROVEMENTS REQUIRED BY THE CITY OF SANTA ANA SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
- ON-SITE SANITARY SEWER SYSTEM SHALL BE PRIVATE AND CONSIST OF PVC (SDR-35) PIPE MATERIAL. ON-SITE PROPOSED DOMESTIC WATER SHALL BE PRIVATE AND CONSIST OF PVC (DN-14 (4-800) PIPE MATERIAL WITH INDIVIDUAL WATER METERS, WATER METER VAULTS AND CITY OWNED WATER METERS WILL BE PLACED WITHIN A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF SANTA ANA, AS DIRECTED BY CITY DURING PLAN CHECK.
- ON-SITE STORM DRAIN SYSTEM SHALL BE PRIVATE AND CONSIST OF HDPE PIPE MATERIALS.
- EXISTING DRIVEWAYS/ALLEYS SHALL BE PRIVATE WITH PUBLIC NON-EXCLUSIVE EASEMENT FOR VEHICULAR ACCESS. ACCESS RIGHTS IN, OVER, ACROSS UPON AND THROUGH SACT TRACT IN FAVOR OF CITY OF SANTA ANA.
- THE PROJECT IS LOCATED IN FLOOD ZONE "ZONE X AREA WITH REDUCED FLOOD RISK DUE TO LEEVEE PER FEMA MAP NO. 060580C256A, A PRINTED PANEL, EFFECTIVE DECEMBER 3, 2009 (TABLE A-3)".
- THIS SITE WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD SANTA ANA REGION ORDER NO. RB-2009-0030 DISCHARGE REQUIREMENTS (MS4 PERMIT).
- THIS PROJECT WILL REQUIRE FILING, PROCESS, AND RECORDING OF C&G'S FOR THE MAINTENANCE AND THE COST SHARING RESPONSIBILITY OF THE FUTURE COMMON UTILITY FACILITIES SERVING THIS SITE, INCLUDING BUT NOT LIMITED TO PRIVATE WATER, FIRE, AND SEWER SYSTEMS.
- NO GATES ARE PROPOSED IN THIS PROJECT. ANY PROPOSED GATE WILL BE SUBJECT TO ADDITIONAL REVIEW AND COMMENTS.
- ANY STREET TREE REMOVAL WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY THE ENVIRONMENTAL & TRANSPORTATION ADVISORY COMMITTEE (ETAC). THEREFORE, PROVIDE TO THE CITY OF SANTA ANA A LETTER REQUESTING THE REMOVAL OF EXISTING TREE(S) THAT CONFLICTS WITH THE PROPOSED IMPROVEMENTS. THE CITY WILL PRESENT THE INFORMATION TO THE ETAC COMMITTEE FOR ACTION.
- THE BMP'S SHOWN ON THE APPROVED SITE PLAN ARE ONLY PRELIMINARY AND WILL BE REVISED OR MODIFIED AS NECESSARY UPON COMPLETION OF THE WOMP. PRIOR TO THE ISSUANCE OF THE GRADING PERMIT, THE APPROVED GRADING/UTILITY PLAN SHALL INCORPORATE ALL REQUIRED STRUCTURAL BMP'S.
- INSTALL 4" - 24" BOX STREET TREES AT 35' ON CENTER ON HARBOR BOULEVARD, INCLUDING DEEP ROOT IRRIGATION SYSTEMS, PER CITY STANDARDS.
- ALL PROPOSED IMPROVEMENTS AS SHOWN HEREIN ARE TO BE CONSTRUCTED AND INSTALLED BY SUBDIVIDER/DEVELOPER, AND/OR AT THE SUBDIVIDER/DEVELOPER'S EXPENSE IN ACCORDANCE WITH THE CITY DESIGN STANDARDS AND SPECIFICATIONS, THE SANTA ANA MUNICIPAL CODE, APPROVED STREET IMPROVEMENT PLANS AND REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
- APPROPRIATE PRIVATE BACKFLOW PREVENTER REQUIRED FOR ALL FIRE, SEWER, DOMESTIC, AND LANDSCAPE WATER METER PIPING GRADING AND STREET IMPROVEMENT PLANS.
- GRAND AND OVER AT OTHER LOCATIONS WILL BE REQUIRED IF THE ASPHALT PAVEMENT IS CUT FOR ANY PROPERTIES BEYOND THE LOCATION IDENTIFIED HEREIN.
- REMOVE EXISTING SIDEWALK, AND CONSTRUCT NEW 10' FULL WIDTH SIDEWALK, ALONG ANY PROPERTY FRONTAGE ON HARBOR BOULEVARD.
- ONE (1) EXISTING STREET LIGHT ALONG PROPERTY FRONTAGE ON EAST SIDE OF HARBOR BOULEVARD, APPROXIMATELY 70' SOUTH OF NORTH PROPERTY LINE SHALL BE REPLACED AND INSTALLATION OF NEW STREET LIGHT MEET LATEST CITY STANDARDS. STREET LIGHT SPACING SHALL NOT EXCEED 150' ON CENTER. WORK SHALL INCLUDE NEW CONDUIT, CONDUCTORS, STREET LIGHTS AND SERVICE PEDESTAL, AS NEEDED.
- USE OF A COMMON SEWER LATERAL TO SERVE MULTIPLE PARCELS IS ALLOWED UPON APPROVAL OF THE WATER RESOURCES MANAGER OR HIS DESIGNEE.
- DEVELOPER SHALL SUBMIT A COMPLETED APPLICATION AND SUPPORTING DOCUMENTS FOR THE STREET ABANDONMENT ON FLOREDA STREET. CONTACT ANDERSON CHRYSOSTOMOS, SENIOR CIVIL ENGINEER, AT (714) 647-5838 FOR MORE INFORMATION.

ABBREVIATIONS

BLDG	BUILDING
BMP	BEST MANAGEMENT PRACTICES
CB	CATCH BASIN
CO	CLEANOUT
CCDA	DOUBLE CHECK DETECTOR ASSEMBLY
DW	DOMESTIC WATER
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FR	FIRE RISER
FS	FINISHED SURFACE
FW	FIRE WATER
JS	JUNCTION STRUCTURE
MAX	MAXIMUM
MWS	MODULAR WETLANDS SYSTEM
MM	MANHOLE
MM	MASTER METER
POC	POINT OF CONNECTION
PV	POST INDICATOR VALVE
PROP.	PROPOSED
PL	PROPERTY LINE
PB	PULLBOX
PP	POWER POLE
PP	POINT OF CONNECTION
RPRA	REDUCED PRESSURE PREVENTION ASSEMBLY
R/W	RIGHT-OF-WAY
SD	STORM DRAIN MANHOLE
SS	STORM DRAIN
SS	SANITARY SEWER
STLT	STREET LIGHT
TC	TOP OF CURB
TB	THRUST BLOCK
TS	TRAFFIC SIGNAL
TELE	TELECOMMUNICATION
YMR	TRANSFORMER

RESIDENTIAL PROJECT SUMMARY

TOTAL SITE AREA		1.818 AC
NET SITE AREA		1.481 AC (64,513 SF)
PLAN SUMMARY:		
4 PL 1.0	1,344 SF	380+384TH
3 PL 2.0	1,616 SF	480+484TH
3 PL 2.0	1,617 SF	380+384TH+LIVE-WORK
10 PL 3.0	1,642 SF	380+384TH+HORN
4 PL 4.0	1,818 SF	480+384TH
PARKING SUMMARY:		
REQUIRED:		55 SPACES TOTAL
RESIDENTIAL-OCCUPANT:		44 SPACES (1.5 SP/HOME)
RESIDENTIAL-GUEST:		7 SPACES (0.25 SP/HOME)
LIVE-WORK/SHOPKEEPER-OCCUPANT:		3 SPACES (1.00 SPACES/UNIT)
LIVE-WORK/SHOPKEEPER-GUEST:		2 SPACES (0.50 SPACES/UNIT)
PROVIDED:		
RESIDENTIAL+LIVE-WORK (GARAGE SPACES):		34 SPACES TOTAL (21 SP/HOME)
GUEST PARKING:		32 UNITS X SPACES/DU = 64 SPACES
OPEN SPACE SUMMARY:		
COMMON:		158 OF LOT SIZE
PRIVATE:		90 SF PER DWELLING UNIT
PROVIDED OPEN SPACE:		
COMMON:		11,954 SF
PRIVATE:		3,832 SF (120 SF PER DWELLING UNIT)

EXISTING EASEMENTS:

- 1 DENOTES PLOTTED ITEM.
- 2 AN EASEMENT FOR ROADS, RAILROADS AND DITCHES OVER THE WESTERLY 30 FEET OF SAID LAND; ALSO THE USE AND CONTROL OF CELESTIALS AND NATURAL STREAMS OF WATER, IF ANY, NATURALLY UPON, FLOWING ACROSS, INTO OR BY SAID TRACT, AND THE RIGHT OF WAY FOR AND TO CONSTRUCT IRRIGATION OR DRAINAGE DITCHES THROUGH SAID LAND TO IRRIGATE OR DRAIN THE ADJACENT LAND, AS RESERVED IN A DEED RECORDED IN BOOK 77, PAGE 342, OF DEEDS.
- 3 EASEMENT(S) FOR THE ROAD PURPOSES IN FAVOR OF: THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY PURPOSES: ROAD RECORDING DATE: JULY 22, 1886 RECORDING NO: BOOK 169, PAGE 59, OF DEEDS OF LOS ANGELES COUNTY RECORDS
- 5 EASEMENT(S) FOR PIPE LINES AND POLES PURPOSE(S) RECORDING DATE: DECEMBER 19, 1925 RECORDING NOBOOK 621, PAGE 217, DEEDS PURPOSES: ROAD RECORDING DATE: OCTOBER 4, 1930 RECORDING NOBOOK 420, PAGE 362, OFFICIAL RECORDS (TO BE QUICLAIMED)
- 6 EASEMENT(S) FOR WATER LINE, GAS, & ELECTRIC LIGHT, POLE & TELEPHONE POLE PURPOSE(S) RECORDING DATE: MARCH 2, 1928 RECORDING NOBOOK 136, PAGE 297, OFFICIAL RECORDS (TO BE QUICLAIMED)
- 7 EASEMENT(S) FOR THE PURPOSE(S) OF ROADS IN FAVOR OF: GEORGE GUNTER & WIFE TO DON V. ROTHENBERGER & MAUDE H. ROTHENBERGER, HUSBAND AND WIFE AS JOINT TENANTS RECORDING DATE: OCTOBER 18, 1928 RECORDING NO: BOOK 200, PAGE 353, OFFICIAL RECORDS
- 9 EASEMENT(S) FOR THE PURPOSE(S) OF PUBLIC UTILITIES RECORDING NO: BOOK 1505, PAGE 25, OF OFFICIAL RECORDS

- 9 EASEMENT(S) FOR THE PURPOSE(S) OF STREET & HIGHWAY IN FAVOR OF: COUNTY OF ORANGE RECORDING DATE: MARCH 3, 1969 RECORDING NO: BOOK 4216, PAGE 542, OF OFFICIAL RECORDS
- 10 EASEMENT(S) FOR THE PURPOSE(S) OF STREET & HIGHWAY GRANTED TO: COUNTY OF ORANGE RECORDING DATE: DECEMBER 10, 1968 RECORDING NO: BOOK 4511, PAGE 330, OFFICIAL RECORDS
- 11 EASEMENT(S) FOR THE PURPOSE(S) OF ROAD(S) GRANTED TO: CITY OF SANTA ANA, A MUNICIPAL CORPORATION FOR THE COUNTY OF INGRESS AND EGRESS RECORDING DATE: MAY 7, 1968 RECORDING NO: 4048,BOOK 8849, PG 468,OFFICIAL RECORDS
- 12 EASEMENT(S) FOR THE PURPOSE(S) OF STORM DRAIN(S) IN FAVOR OF: CITY OF SANTA ANA RECORDING DATE: MARCH 28, 1975 RECORDING NO: BOOK 11366, PAGE 7, OF OFFICIAL RECORDS (TO REMAIN)
- 13 EASEMENT(S) FOR THE PURPOSE(S) OF STORM DRAIN GRANTED TO: CITY OF SANTA ANA RECORDING DATE: MARCH 17, 1975 RECORDING NO: BOOK 11356, PAGE 355,OFFICIAL RECORDS (TO REMAIN)
- 14 EASEMENT(S) FOR THE PURPOSE(S) OF PUBLIC STREET GRANTED TO: CITY OF SANTA ANA RECORDING DATE: MAY 12, 1987 RECORDING NO: 87-266376, OF OFFICIAL RECORDS
- 15 EASEMENT(S) FOR THE PURPOSE(S) OF UNDERGROUND UTILITIES IN FAVOR OF: UNDERGROUND ELECTRICAL SUPPLY SYSTEMS & COMMUNICATION SYSTEMS RECORDING DATE: MAY 22, 1990 RECORDING NO: 90-272436, OF OFFICIAL RECORDS

PROPOSED EASEMENTS:

- 1 INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED TO THE CITY OF SANTA ANA
- 2 INDICATES A DEDICATION IN FAVOR TO THE CITY OF SANTA ANA

LEGEND:

---	CENTERLINE	---	PROPOSED POC PAVEMENT
---	EXISTING BOUNDARY	---	PROPOSED AC 3" MIN (2" CAP ARMOR OVER 1" AC)
---	PROPOSED BOUNDARY	---	PROPOSED DECORATIVE PAVEMENT
---	SETBACK	---	PROPOSED DECORATIVE PAVEMENT
---	EXISTING LOT LINE	---	ADA PATH OF TRAVEL
---	EXISTING WALL	---	UNIT NUMBER
---	PROPOSED WALL	---	UNIT TYPE
---	SIGHT DISTANCE TRIANGLE	---	
---	PROPOSED TURF	---	

PREPARED BY:



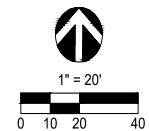
C.V. CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING & SURVEYING
18880 RIVE CENTER DRIVE
IRVINE, CALIFORNIA 92614
(949) 818-0800
HOF@CVCONE.NET
WWW.CVCONE.NET

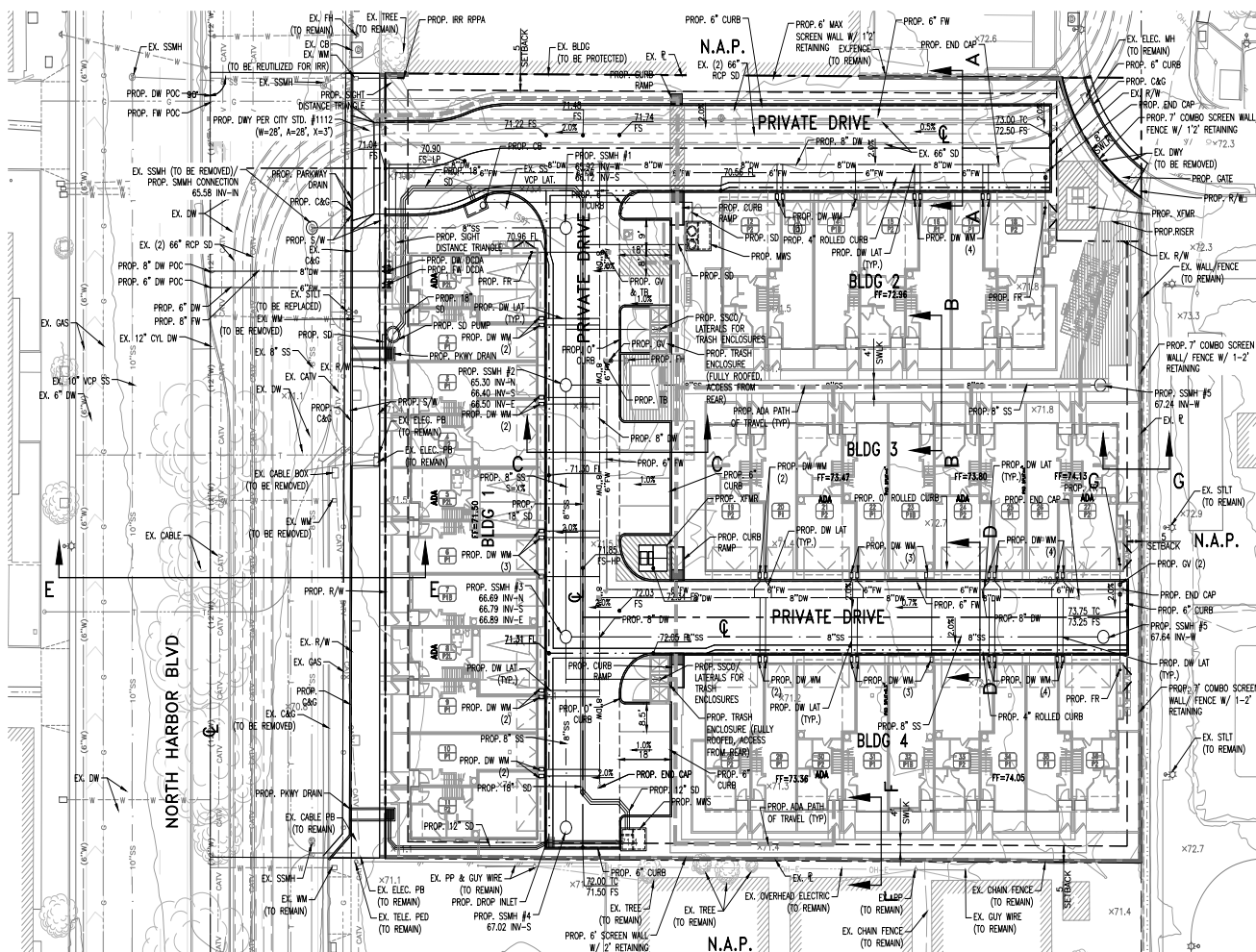
PREPARED FOR:



CITY VENTURES
HOMEBUILDING, LLC
3121 MICHELSON DRIVE, SUITE 150
IRVINE, CA 92612
PHONE (949) 258-7540

CITY OF SANTA ANA DEPARTMENT OF PLANNING AND DEVELOPMENT		PROJECT NO: CVEN-174
VESTING TENTATIVE TRACT MAP NO. 19329		SHEET 2
PRELIMINARY SITE PLAN 125 & 205 S. HARBOR BOULEVARD SANTA ANA, CALIFORNIA 92703		OF 4





ABBREVIATIONS

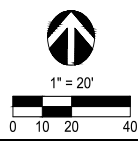
BLDG	BUILDING
BMP	BEST MANAGEMENT PRACTICES
CB	CATCH BASIN
CD	CLEANOUT
DDCA	DOUBLE CHECK DETECTOR ASSEMBLY
DW	DOMESTIC WATER
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FG	FINISHED GRADE
FI	FIRE HYDRANT
FL	FLOODE
FR	FIRE RISER
FS	FINISHED SURFACE
FW	FIRE WATER
IIR	IRRIGATION
JS	JUNCTION STRUCTURE
MAX	MAXIMUM
MWS	MODULAR WETLANDS SYSTEM
MH	MANHOLE
MM	MASTER METER
POC	POINT OF CONNECTION
PIV	POST INDICATOR VALVE
PL	PROPOSED
PL	PROPERTY LINE
PL	PULLBOX
PP	POWER POLE
POC	POINT OF CONNECTION
RPPA	REDUCED PRESSURE PREVENTION ASSEMBLY
R/W	RIGHT-OF-WAY
SD	STORM DRAIN MANHOLE
SS	SANITARY SEWER
STLT	STREET LIGHT
TC	TOP OF CURB
TB	THRUST BLOCK
TS	TRAFFIC SIGNAL
TELE	TELECOMMUNICATION
TXMR	TRANSFORMER

STATEMENT OF IMPROVEMENTS:

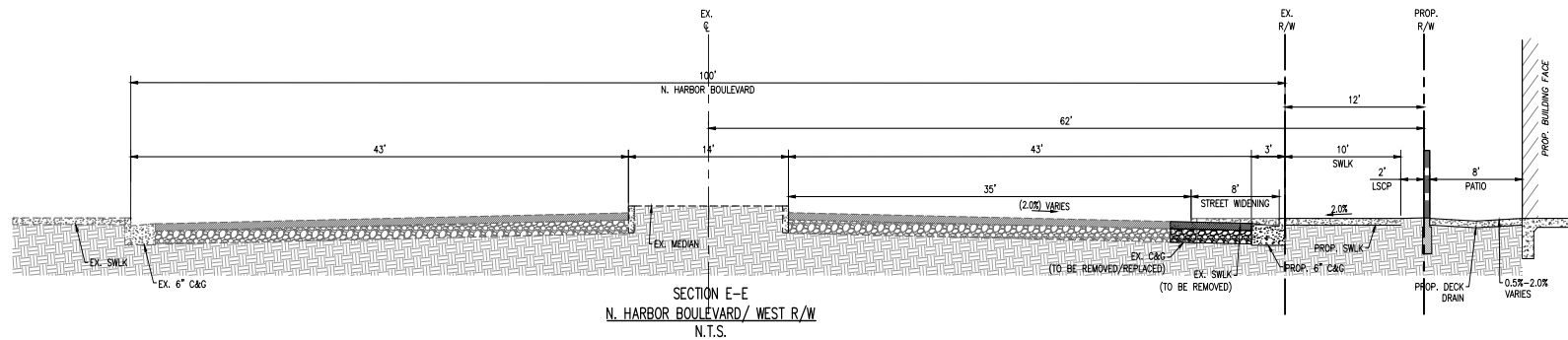
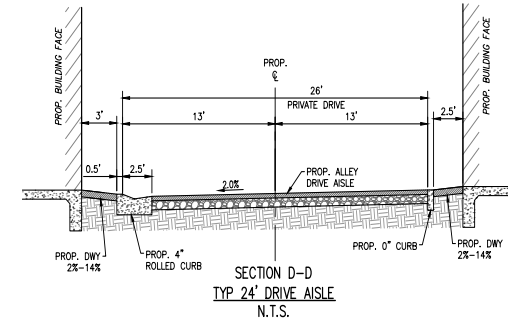
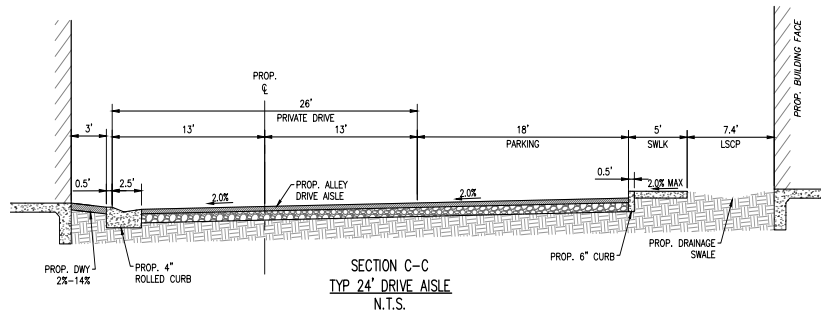
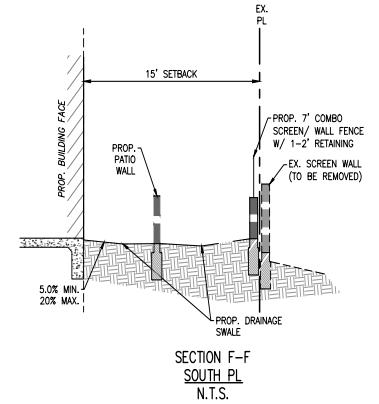
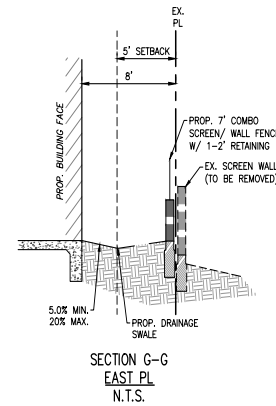
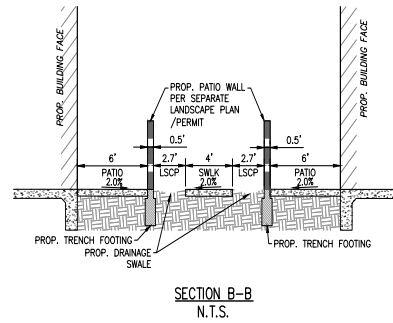
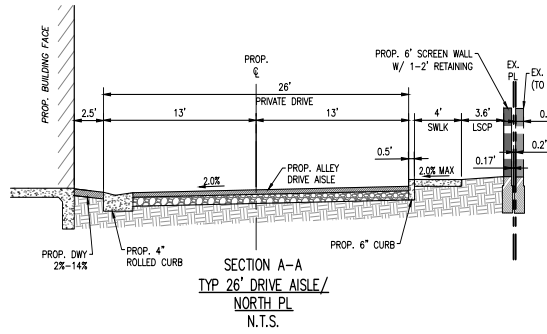
- APPROXIMATE IMPROVEMENTS PROPOSED BY THIS TENTATIVE MAP:
- OFF-SITE**
1. 108 LF PUBLIC CURB AND GUTTER
 2. 691 SF PUBLIC SIDEWALK
 3. 82 LF 8" PUBLIC WATER MAIN
 4. 75 LF 8" PUBLIC FIRE WATER MAIN
 5. 24 LF 8" PUBLIC SANITARY SEWER MAIN
 6. 1 PUBLIC SANITARY SEWER MANHOLE
 7. 1 PARKWAY DRAIN
 8. 1 DRIVEWAY APRON
- ON-SITE**
1. 563 LF 6" PRIVATE FIRE WATER MAIN
 2. 607 LF 6" PRIVATE SEWER MAIN
 3. 1810 SF PRIVATE STREET AC PAVEMENT
 4. 574 LF PRIVATE CURB AND GUTTER
 5. 1810 SF PRIVATE SIDEWALK
 6. 85 LF PRIVATE V-GUTTER
 7. 0 EA PRIVATE CURB RAMPS
 8. 579 LF 8" PRIVATE DOMESTIC WATER
 9. 19 LF 1" PUBLIC IRRIGATION SERVICE LATERAL
 10. 3 EA PRIVATE BACKFLOW PREVENTER FOR IRRIGATION, DOMESTIC WATER, AND FIRE WATER
 13. 773 LF PRIVATE CURB ONLY
 14. 16 LF PRIVATE 18" SD
 15. 11 LF PRIVATE SD OVER FLOW PIPE
 16. 1 MODULAR WETLANDS SYSTEM (MWS) BIOFILTRATION CURB INLET
 17. 1 STORMWATER PUMP SYSTEM
 18. 36 PUBLIC 1.5" DOMESTIC WATER METERS AND SERVICES
 19. 4 FIRE WATER LATERALS AND RISERS
 20. 4 PRIVATE FIRE HYDRANT
 21. 5 SANITARY SEWER MANHOLES
 22. 1 CATCH BASIN
 23. 88 LF 4" FIRE WATER SERVICE LATERALS

LEGEND:

---	CENTERLINE	[Pattern]	PROPOSED POC PAVEMENT
---	EXISTING BOUNDARY	[Pattern]	PROPOSED AC 3" MIN (2" CAP ARM OVER 1" AC)
---	PROPOSED BOUNDARY	[Pattern]	PROPOSED DECORATIVE PAVEMENT
---	SETBACK	[Pattern]	PROPOSED DECORATIVE PAVEMENT
---	EXISTING LOT LINE	[Pattern]	ADA PATH OF TRAVEL
---	EXISTING WALL	[Pattern]	UNIT NUMBER
[Symbol]	SIGHT DISTANCE TRIANGLE	[Symbol]	UNIT TYPE
[Pattern]	PROPOSED TURF		



<p>PREPARED BY:</p> <p>3630 RIVE CENTER DRIVE IRVINE, CALIFORNIA 92614 949 810-0800 www.civildesign.net</p>	<p>PREPARED FOR:</p> <p>CITY VENTURES Homebuilding, LLC 3121 MICHELSON DRIVE, SUITE 150 IRVINE, CA 92612 PHONE (949) 258-7540</p>	<p>CITY OF SANTA ANA DEPARTMENT OF PLANNING AND DEVELOPMENT</p> <p>VESTING TENTATIVE TRACT MAP NO. 19329 PRELIMINARY GRADING & UTILITY PLAN 125 & 205 S. HARBOR BOULEVARD SANTA ANA, CALIFORNIA 92703</p> <p>PROJECT NO. CVEN-174 SHEET 3 OF 4</p>
---	--	--



PLANNING COMMISSION DRAFT

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, California 92702
Attention: City Clerk

*Free Recording pursuant to
Government Code §§ 6103 and 27383*

**DENSITY BONUS HOUSING AGREEMENT WITH DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

125-205 South Harbor Boulevard; APN: 144-311-14, 144-311-15

This DENSITY BONUS HOUSING AGREEMENT WITH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Agreement"), is made and entered into this ___ day of _____, 2025 ("Effective Date"), for reference purposes only, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California ("City"), and Santa Ana 9 Inv, LLC, a Delaware limited liability company ("Developer"). City and Developer are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Developer is the owner of that certain property located within the City of Santa Ana, County of Orange, State of California, commonly known as 125 and 205 South Harbor Boulevard, Santa Ana, California, and legally described as set forth in Exhibits A-1 and A-2, which are attached hereto and incorporated herein by this reference as if set forth in full ("Property").
- B. Developer is proposing to develop a residential development consisting of no more than thirty six (36) units, four (4) of which are proposed as moderate income residential ownership units on the Property, as more particularly set forth in Density Bonus Application No. 2024-02 ("Project").
- C. Santa Ana Municipal Code sections 41-1600, *et seq.* ("City Density Bonus for Affordable Housing"), and California Government Code sections 65915, *et seq.* ("State Density Bonus Law"), set forth a process to provide increased residential densities and incentives, concessions, and waivers to property owners or developers who restrict a portion of their residential development to Moderate Income Households, as specified. These regulations are intended to materially assist the housing industry in providing adequate and affordable housing for all economic segments of the community and to provide a balance of housing opportunities throughout the City.

- D. The Project complies with the affordability requirements for a housing development as set forth in the State Density Bonus Law and City Density Bonus for Affordable Housing.
- E. In light of the purpose of the State Density Bonus Law and City Density Bonus for Affordable Housing, and the express provisions of Government Code Section 65915(d)(2)(A), the City has determined that the Project is eligible for one (1) incentive or concession, and waivers as prescribed by the State Density Bonus Law.
- F. This Agreement, and the exhibits attached hereto and incorporated herein by reference, are intended to set forth the terms and conditions for the implementation of the Project's requirement to provide affordable housing units in exchange for receiving the density bonus, concession and waivers set forth herein.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 **Definitions.** In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 **"Affordability Covenants"** means restrictions on the sale and conveyance of the Property pursuant to California Government Code Section 65915 that ensure that the Property will be preserved for Moderate Income Households for at least fifty-five (55) years for owner-occupied housing units and will be sold or resold only to persons or families of very low, low, or moderate income, as defined in Section 50052.5 of the California Health and Safety Code.

1.1.2 **"Adjusted for Family Size Appropriate to the Unit"** or "Adjusted for Household Size" shall have the meaning set forth by Health and Safety Code Section 50052.5(h).

1.1.3 **"Administrative Procedures Manual"** shall mean the City's Administrative Procedures Manual: Ownership Housing Development, setting forth rules and regulations for the City's homeownership program.

1.1.4 **"Affordability Term"** means the duration of the Affordability Covenants as set forth in Section 3.1.

1.1.5 **"Affordable Housing Cost"** means the total housing costs paid by a qualifying Moderate Income Household in accordance with California Health and Safety Code Section 50052.5, and implementing regulations of Sections 6920, 6924 and 6930 of Title 25 of the California Code of Regulations for Moderate Income Households. The Affordable Housing Cost shall not exceed thirty-five percent (35%) times one hundred ten percent (110%) of the Orange County Median Income Adjusted for Family Size Appropriate for the Unit. For Moderate Income Households whose gross income exceeds 110% of Median Income, the Affordable Housing Cost shall not exceed thirty five percent (35%) of the gross income of the household.

1.1.6 **"Affordable Housing Resale Restrictions"** means the restrictions imposed on each Affordable Unit that restrict sales to qualified Eligible Households pursuant to a local preference for families who live or work in the City of Santa Ana at an Affordable Sales Price, in the form of Exhibit B attached hereto.

1.1.7 **"Affordable Sales Price"** means the maximum sales price that can be charged for an Affordable Unit as set forth in Section 3.3.1.

1.1.8 **"Affordable Units(s)"** means the four (4) unit(s), which shall comprise of four (4) three-bedroom units, which always must be proportionate to the unit mix for the property. Any change to the number, bedroom size, location, or distribution of Affordable Units is subject to City Manager approval.

1.1.9 **"Agreement"** means this Density Bonus Housing Agreement With Declaration of Covenants, Conditions and Restrictions.

1.1.10 **"Benchmark Down Payment"** is a component of the Affordable Sales Price calculations. For the purposes of this Agreement, the Benchmark Down Payment is set at 5% of the total Affordable Sales Price. The Benchmark Down Payment is used solely as a component for determining the Affordable Sales Price for an Affordable Unit. It does not represent a cap on the down payment amount that can be contributed by a Homebuyer.

1.1.11 **"Certificate of Occupancy"** means a certificate or approval of a final inspection from the City.

1.1.12 **"City"** means the City of Santa Ana, California.

1.1.13 **"City Attorney"** means the City Attorney for the City of Santa Ana.

1.1.14 **"City Council"** means the City Council of the City of Santa Ana.

1.1.15 **"City Deed of Trust"** means the deed of trust to be executed by the Homebuyer and recorded against Affordable Unit the Homebuyer's obligations under the City Promissory Note, substantially in the form attached hereto as Exhibit D.

1.1.16 **"City Manager"** means the City Manager for the City of Santa Ana.

1.1.17 **"City's Planning Commission"** means the Planning Commission for the City of Santa Ana.

1.1.18 **"City Promissory Note"** means the promissory note executed by the Homebuyer evidencing Homebuyer's agreement to pay the City Equity Share, substantially in the form attached hereto as Exhibit C.

1.1.19 **"Density Bonus Application"** shall mean the Density Bonus Application No. 2024-02 for the Project.

1.1.20 **“Developer”** means 205 South Harbor Plaza, LLC, a California limited liability company, and its permitted successors and assigns to all or any part of the Property, Project or this Agreement.

1.1.21 **“Effective Date”** means the date the Developer and the City shall record or cause to be recorded in the Official Records for Orange County, California, an executed original of this Agreement, pursuant to Section 4.2 herein.

1.1.22 **“Eligible Household”** means a Household whose income does not exceed the “Moderate Income Household” qualifying limit as defined herein.

1.1.23 **“First Lien”** means the lien of the institution making the purchase money mortgage loan to Homebuyer for the purchase of an Affordable Unit. For the avoidance of doubt, the City’s Deed of Trust shall be subordinate to the First Lien.

1.1.24 **“Gross Household Income”** means all income from whatever source from all adult Household members, which is anticipated to be received during the 12-month period following the date of the determination of Gross Household Income. The applicable sources of income are defined in California Code of Regulations Title 25 Housing and Community Development Section 6914. The definition includes the following specific requirements:

(a) Except as provided in subdivision (b), all payments from all sources received by the head of Household (even if temporarily absent) and each additional member of the Household who is not a minor shall be included in the annual income of a Household. Gross Household Income shall include, but not be limited to:

(i) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(ii) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(iii) Interest and dividends;

(iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts (but see subdivision (2)(c));

(v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

(vi) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:

(1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus

(2) The maximum amount which the public assistance agency could in fact allow for the Household for shelter and utilities.

(vii) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

(viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the Household or spouse or domestic partner (but see subdivision (b)(v));

(ix) Where a Household has net assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net Household assets or 10 percent of the value of all such assets, whichever is greater. For purposes of this section, net Household assets means value of equity in real property other than the Household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

(b) The following items shall not be considered as income:

(i) Casual, sporadic or irregular gifts;

(ii) Amounts which are specifically for or in reimbursement of the cost of medical expenses;

(iii) Lump-sum additions to Household assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(iv) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;

(v) The special pay to a serviceman head of a Household away from home and exposed to hostile fire;

(vi) Relocation payments made pursuant to federal, state, or local relocation law;

(vii) Foster child care payments;

(viii) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible Household;

(ix) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:

(1) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

(c) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE)

1.1.25 **“Homebuyer”** means an Eligible Household that has entered into an agreement to purchase an Affordable Unit in accordance with this Agreement.

1.1.26 **“Homebuyer Documents”** means the Affordable Housing Resale Restrictions, the City Promissory Note, and the City Deed of Trust.

1.1.27 **“Household”** means all the persons who will occupy the Affordable Unit as their primary residence. The size of a prospective Household must be compatible with the size of the Affordable Unit to be purchased. Unless otherwise approved in writing by the City, which the City may withhold in its reasonable discretion, the minimum number of occupants is three (3) for three-bedroom units and four (4) for four-bedroom units. A child who is subject to a legally-binding shared-custody agreement, in which the child resides with the Household at least 50% of the time, is counted as a member of the Household. For the purpose of calculating the Household income and not the number of occupants, excluded from the definition of Household are live-in caregivers/caretakers, foster children, unborn children and children being pursued for legal custody or adoption that are not currently living with the Household.

1.1.28 **“Housing Cost”** means and includes all of the following costs associated with ownership of an Inclusionary Unit as defined in Title 25 of the California Code of Regulations Section 6920:

- (a) Principal and interest on a mortgage loan at the defined interest rate;
- (b) Property tax and assessments;
- (c) Fire and casualty insurance covering replacement value of property improvements;
- (d) Property maintenance and repairs;
- (e) A reasonable utility allowance, as determined by the City; and

(f) Homeowner Association assessments and dues.

1.1.29 **“Median Income”** means the Orange County, California area median income, Adjusted for Household Size pursuant to California Health and Safety Code § 50052.5(h), as periodically published by HCD.

1.1.30 **“Moderate Income Household(s)”** means a Household whose income does not exceed One Hundred Twenty Percent (120%) of the area median income for the Orange County, California PMSA as published by HCD.

1.1.31 **“Primary Residence”** means that the Homebuyer is occupying the Affordable Unit for at least ten (10) months out of any twelve (12) month period.

1.1.32 **“Project”** means that certain affordable residential development as more particularly described in the Recitals and Section 2 of this Agreement.

1.1.33 **“Project Approvals”** means all approvals, conditions, and entitlements issued by the City, inclusive of the Planning Commission and City Council.

1.1.34 **“Property”** means that certain real property more particularly described in the legal description in Exhibit A and improvements thereon.

1.1.35 **“Request for Default”** means the request for default attached hereto as Exhibit I.

1.1.36 **“State Density Bonus Law”** means Government Code Section 65915, et seq., as they exist on the Effective Date.

1.1.37 **“Supportable Mortgage”** means the mortgage amount that can be supported by a Moderate Income Household based on the Affordable Housing Cost calculations. The mortgage calculation is based on the prevailing market interest rate for a 30-year fully amortizing mortgage with a fixed interest rate. The Supportable Mortgage shall be determined in accordance with the City’s Administrative Procedures Manual, provided that it should be determined for a Moderate Income Household consistent with the requirements of this Agreement and State Density Bonus Law.

1.1.38 **“Transfer”** means any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance or intestacy; (ii) creation of a life estate or joint tenancy interest; (iii) a gift of all or any portion of the Property; or (iv) any voluntary conveyance of the Property.

1.1.39 **“Transferee”** means any natural person or entity who obtains ownership or possessory rights in the Property pursuant to a Transfer.

1.1.40 **“Term”** means the period during which this Agreement shall be in full force and effect, as provided for in Section 5.1 below.

1.1.41 **“Unit”** means a residential dwelling unit within the Project to be constructed or caused to be constructed by Developer.

1.1.42 **“Unrestricted Units”** means the Units within the Project to be constructed or caused to be constructed by Developer and sold at market rate without restriction.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement:

1.2.1	Exhibit A:	Legal Description of the Property
1.2.2	Exhibit B:	Affordable Housing Resale Restrictions, Equity Sharing and Regulatory Agreement
1.2.3	Exhibit C:	City Promissory Note
1.2.4	Exhibit D:	City Deed of Trust
1.2.5	Exhibit E:	Income Verification Form
1.2.6	Exhibit F:	Certification of Continued Occupancy
1.2.7	Exhibit G:	Notice of Affordability Restrictions on Transfer of Property
1.2.8	Exhibit H:	Request for Default
1.2.9	Exhibit I:	Affordable Sales Price

2. **DEVELOPMENT OF THE PROPERTY**

2.1 **Project.** Developer shall develop, operate, and maintain, or cause the development, operation and maintenance of, the Property as thirty six (36) Units, with four (4) Affordable Units for Eligible Households and thirty two (32) Unrestricted Units in accordance with this Agreement and the Project Approvals. Notwithstanding anything to the contrary contained herein, in no event shall this Agreement apply to any of the Unrestricted Units and such Unrestricted Units shall not be subject to any of the covenants, restrictions, requirements, or provisions of this Agreement which are applicable to the Affordable Units and this Agreement shall not be recorded on the title of any of the Unrestricted Units.

2.2 **Density Bonus.** The Project shall have thirty six (36) Units, to be sold, owned, occupied, operated, and maintained pursuant to the terms and conditions of this Agreement. Developer understands and agrees that Developer is not requesting an increase in density and that this Agreement does not allow or approve an increase in residential density over the allowed density regulations of the City. Developer shall not construct or develop, or otherwise claim a right to construct or develop any additional residential units on the Property under this Agreement.

2.3 **Development Concessions, Incentives, and Waivers.** As set forth in the City entitlements, Developer petitioned for and is hereby granted the following concessions, incentives, and waivers as part of the approval of Density Bonus Application:

2.3.1 **Concession.** In accordance with Government Code Section 65915(d)(1), the Project is granted one (1) concession as follows: The Project shall not be required to provide vehicular access from a secondary street and may provide vehicular access from Harbor Boulevard, subject to the Project Approvals.

2.3.2 Waivers. In accordance with Government Code Section 65915(e), provided the Project complies with the Project Approvals, the Project is granted the following waivers or reductions from Building Frontage, Setback and Onsite Open Space Requirements:

(a) The requirement of City Municipal Code Section 41-592.3 and SP-2, Ch. 3, Frontyard/Porch Frontage Type, to provide a minimum porch width of 12 feet is reduced to 4 feet.

(b) The requirement of City Municipal Code Section 41-592.3 and SP-2, Ch. 3, Table 3-5, to provide a maximum street setback of 8 feet is waived to 8.5 feet.

(c) The requirement of City Municipal Code Section 41-592.3 and SP-2, Ch. 3, Table 3-9, to provide minimum private open space of 90 square feet per unit is waived for Units 1 and 2.

(d) The requirement of City Municipal Code Section 41-592.3 and SP-2, Ch. 3, Table 3-9, for minimum six foot dimensions applicable to private open space is reduced for Units 1, 2 and 11, subject to the following: Units 1 and 2 shall have a minimum of 70 square feet, and Unit 11 shall have a minimum of 90 square feet.

(e) The requirement of City Municipal Code Section 41-592.3 and SP-2, Ch. 3, Table 3-9 for common open space is reduced from 9,409 square feet, which is 15% of the lot area, to 1,951 square feet.

2.4 Parking Requirements. Onsite parking shall be provided in compliance with Government Code Section 65915(p). The Project shall provide not less than seventy one (71) parking spaces.

2.5 No Further Concessions, Incentives, or Waivers. Developer acknowledges and agrees that no further concessions, incentives, waivers or parking requirements are requested, and that the terms set forth in Section 2.3 and 2.4 fully satisfies any duty City may have under the City Density Bonus for Affordable Housing, the Density Bonus Law, or any other law or regulation to provide any density bonus incentive or to waive any building, zoning, or other requirement in connection with a density bonus. By this Agreement, Developer releases any and all claims Developer may have against City in any way relating to or arising from City's obligation to waive requirements of or provide development incentives pursuant to the City Density Bonus for Affordable Housing and the Density Bonus Law applicable to the Project.

2.6 Unit Mix.

2.6.1 Unrestricted Units. The Project, for purposes of this Agreement, may have no more than thirty two (32) Unrestricted Units, as set forth Section 2.6.3, below, plus any Released Units, as set forth in Section 3.6 below, and pursuant to the terms and conditions of this Agreement. Any change to the unit distribution of the Unrestricted Units may affect the comparability of the Affordable Units and is subject to City Manager approval.

2.6.2 Affordable Units. The Project, for purposes of this Agreement, shall have no less than four (4) Affordable Units, for Moderate Income Households, as set forth in Section

2.6.3, and pursuant to the terms and conditions of this Agreement. The Affordable Units shall be consistent with the Project Approvals, comparable in bedroom distribution and amenities to the Unrestricted Units, and shall be located throughout the Project as required under Santa Ana Municipal Code section 41-1602(c)(5).

2.6.3 Unit Mix. Four (4) Affordable Units shall be three-bedroom units. The Affordable Units shall be consistent with the Project Approvals for the Project.

2.7 Minimum Development Standards for Affordable Units. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for any base Unrestricted Units, regardless of whether such Unrestricted Units are in the Project. Notwithstanding the foregoing, nothing herein shall be construed to limit the ability of purchasers of Unrestricted Units to purchase upgrades for such units.

2.8 Permits and Processing; Compliance with Laws. Developer, at its sole cost and expense, or as otherwise set forth in a separate written agreement, shall secure or cause to be secured any and all permits that may be required for development of the Project by City or any other federal, state, or local governmental entity having or claiming jurisdiction over the Property or Project. Upon securing any and all permits, and all necessary financing and property interests, Developer shall carry out and perform the development, operation, and maintenance of the Project or cause the performance of the development, operation, and maintenance of the Project, in conformity with all applicable federal, state, and local laws and regulations, and all conditions of approval issued by the City Council and City's Planning Commission for the Project, inclusive of the Project Approvals. Any changes to the Project shall be reviewed by the City Manager to determine compliance with this Agreement. If any changes to the Project shall materially alter the ability of Developer to comply with any terms of this Agreement in City's reasonable determination, then City and Developer shall meet and confer to address amendments and revisions to this Agreement as necessary.

2.9 Relocation Prior to Development of Project. If relocation is required prior to the completion of development of the Project, Developer shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs as may be required to comply with applicable federal and state laws and regulations. In addition to any other indemnity provided by Developer under this Agreement, Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party for relocation assistance, benefits and costs prior to the completion of the development of the Project.

2.10 Mechanic's Liens; Indemnification. Developer shall take all actions reasonably necessary to remove any future mechanic's liens or other similar liens (including design professional liens) against the Property or Project, or any part thereof, by reason of work, labor, services, or materials supplied or claimed to have been supplied to Developer or caused by, at the direction of, or on behalf of Developer. Prior to the recording of this Agreement (or memorandum thereof) pursuant to Section 4.2 below, Developer shall provide evidence from the Title Company

of any new recordings against the Property or Project. City hereby reserves all rights to post notices of non-responsibility and any other notices as may be appropriate upon a filing of a mechanic's lien. In addition to any other indemnity provided by Developer under this Agreement, Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, conditioned or delayed and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party by reason of a mechanic's lien or work, labor, services, or materials supplied or claimed to have been supplied to Developer or caused by, at the direction of, or on behalf of Developer.

3. AFFORDABILITY

3.1 Affordability Term. The Affordability Term for each Affordable Unit shall commence on the date the Affordable Unit receives a certificate occupancy and expire fifty-five (55) years later (each an "Affordability Term").

3.2 Memorializing Commencement of Affordability Term. Developer shall keep or cause to be kept detailed records of the commencement date of the Affordability Term for each Affordable Unit until that Affordable Unit is sold to a Homebuyer in accordance with this Agreement or released pursuant to Section 3.6 hereof. City shall have the right to review and verify said records without a fee from City to Developer to ensure that the commencement date specified by Developer for an Affordable Unit coincides with the date that the initial Affordable Unit received all permits from City required for occupancy of the Unit. In the event that a conflict exists between the date specified by Developer for the commencement of the Affordability Term for an Affordable Unit and the date specified by City's issuance of all required permits for occupancy of the Unit, the date specified by City's issuance of all required permits for occupancy of the Unit shall control.

3.3 Levels of Affordability. Each Affordable Unit shall be initially sold to and occupied by an Eligible Household for an Affordable Sales Price, and any resale shall be subject to the Affordable Housing Resale Restrictions and the City Deed of Trust recorded against the Affordable Unit.

3.3.1 Affordable Sales Price. Developer covenants that, during the Term of this Agreement, each Affordable Unit shall be sold to, or held vacant for sale to, an Eligible Household for an Affordable Sales Price. The Affordable Sales Price is equal to the sum of the Supportable Mortgage plus, if applicable, the Benchmark Down Payment. Prior to the sale of any Affordable Unit, Developer shall provide the City with at least thirty (30) days' written notice of the determined amount, and the City shall have ten (10) days to approve or disapprove of the proposed Affordable Sales Price. The Affordable Sales Price for the initial sale of the Affordable Units shall be as calculated in Exhibit I.

3.4 Notice to City. Prior to entering into an agreement for the transfer of an Affordable Unit, Developer shall provide at least thirty (30) days written notice to the City, along with a proposed written agreement setting forth the terms of the sale, including the proposed Affordable Sales Price.

3.5 Homebuyer Documents. The sale of each Affordable Unit is subject to satisfaction of the following conditions:

3.5.1 Each Homebuyer shall execute the Affordable Housing Resale Restrictions, which shall be recorded against the Affordable Unit.

3.5.2 The Affordable Housing Resale Restrictions shall include the following occupancy requirements: The Owner shall occupy and continually use the Affordable Unit as the Homebuyer's Primary Residence during the Total Affordability Term. On an annual basis, the City's Program Manager will send the Homebuyer an Occupancy Recertification Form to be filled out and returned to the City within thirty (30) days of receipt. The Owner shall affirm that they are occupying the Affordable Unit as their Primary Residence. The Owner will be required to submit copies of two current utility bills, or other evidence of occupancy that is acceptable to the City, as part of the annual recertification process.

3.5.3 The Affordable Housing Resale Restrictions shall provide for the terms of resale and the distribution of proceeds from any sale, as follows:

(a) The Homebuyer shall execute the City Promissory Note evidencing Homebuyer's agreement to pay the City Equity Share, and record the City Deed of Trust against the Affordable Unit to secure the City Promissory Note.

(b) During the Affordability Term, prior to the Transfer of an Affordable Unit, each Homebuyer shall agree to the City Promissory Note, and execute the Affordable Housing Resale Restrictions, the City Deed of Trust, the Notice of Restrictions, and the Request for Default, which shall be recorded against each Affordable Unit. In the event a Homebuyer seeks to Transfer an Affordable Unit during the Affordability Term, the City, in its sole and absolute discretion, may approve an assignment and assumption agreement for subsequent sales of the Property to Eligible Households during the Affordability Term. The Affordable Housing Resale Restrictions shall provide that Affordable Units shall only be Transferred to an Eligible Household for an Affordable Sales Price during the Affordability Term, and the City Deed of Trust securing the City Promissory Note shall remain a lien on the Property.

(c) During the Affordability Term, if a Transfer complies with the requirements of the Affordable Housing Resale Restrictions, then the Homebuyer selling the Affordable Unit shall be entitled to closing proceeds after payment of a First Lien for the Affordable Unit, and the City Equity Share shall be an obligation of the new Homebuyer, pursuant to the City Promissory Note and City Deed of Trust recorded against the Property.

(d) Following the expiration of the Affordability Term for the Affordable Unit, the City Equity Share shall become due and payable upon a Transfer of the Property.

(e) The City Equity Share includes an amount equal to the "initial subsidy" and "proportionate share of appreciation," in accordance with California Government Code section 65915(c)(2), and shall be determined as follows:

(i) An amount equal to the difference between the fair market value of the Affordable Unit at the time of the initial purchase and the Affordable Sales Price (the “Initial Subsidy”), plus

(ii) An amount equal to the product of (1) the appreciation of the Affordable Unit, as measured by the increase in the fair market value of the Affordable Unit at the time of the sale to the Homebuyer and the resale of the Affordable Unit, and (2) the percentage that the Initial Subsidy represented of the fair market value of the Affordable Unit when it was purchased by the Homebuyer (the “Proportionate Share of Appreciation”).

(f) Payment of the City Equity Share is subject to the following: (1) payment to satisfy a First Lien from a primary lender, as approved by City at the time of the initial sale, or subsequent approval in the event of a refinance event, and (2) an amount equal to the down payment and the cost of improvements paid by the Homebuyer. Following payment of the City Equity Share, the Homebuyer shall receive the remainder of any closing proceeds, less any costs of closing, including any and all real estate broker commissions.

(g) When the City Equity Share becomes due, the proceeds from the sale of the Property shall first satisfy a First Lien, and the Homebuyer shall receive proceeds for the value of any improvements and any down payment actually paid. The City Equity Share shall be paid prior to disbursement of remaining sales proceeds to the Homebuyer.

3.5.4 In order to assist City with calculation of the City Equity Share, Developer or a Homebuyer, as applicable, shall provide City with a calculation of the fair market value of each Affordable Unit at the initial sale which shall be determined as follows:

(a) For the initial sale, Developer shall propose to the City a fair market value based on a price per square foot that is based on comparable sales of other units within the Project.

(b) Except for the initial sales subject to sub-paragraph (a), prior to the sale of an Affordable Unit, a qualified appraiser shall conduct an appraisal of the Affordable Unit to determine fair market value without the restrictions of this Agreement. If a seller or prospective Homebuyer disputes the appraised value, then that party may pay for the costs of a second appraisal and, if there is still disagreement, the average of the two appraisals shall be used to determine the fair market value.

(c) The fair market value of the Affordable Unit, as determined in accordance with the above, shall be provided to the City for approval or disapproval, which City shall provide within thirty (30) days of receipt of the proposed fair market value. If City does not provide a written response within such time period, then the proposed fair market value shall be deemed approved by the City.

3.6 Alternative Compliance. If, for the initial sale of an Affordable Unit, a Homebuyer has not been identified by the Developer for certification by the City within 90 days of the issuance of a Certificate of Occupancy for such unit and good faith marketing efforts by Developer, as outlined in Section 4.13, Developer shall provide the City written notice that a Homebuyer has not been identified for the Affordable Unit; the notice to the City shall include a

description of additional plans to market the Affordable Unit subject to City's reasonable review and approval. If Developer is still unable to identify a Homebuyer within an additional 90 days following implementation of the additional marketing plan approved by the City, Developer may sell the Affordable Unit to a qualified nonprofit housing corporation pursuant to, and subject to the requirements of, the State Density Bonus Law ("Nonprofit Unit"). At close of such a sale, provided that the Developer has complied with all requirements of the State Density Bonus Law, including but not limited to recording an equity sharing agreement against the Nonprofit Unit required under Government Code Section 65915(c)(2)(C), the Nonprofit Unit shall not be subject to any requirement of this Agreement and this Agreement shall terminate as to and cease to be a burden on or encumbrance against that Nonprofit Unit. Upon Developer's request in connection with a sale of a Nonprofit Unit approved by the City, City agrees to provide documentation, in a form subject to City's reasonable approval, terminating this Agreement as to that Nonprofit Unit at the close of the sale.

4. OPERATION OF THE PROJECT BY DEVELOPER

4.1 Payment of Density Bonus Setup Fee. A Density Bonus Setup Fee in the amount of \$12,685.03, was paid by the Developer on March 27, 2025.

4.2 Recording of Documents: Priority.

4.2.1 Prior to issuance of building permits for the Project, Developer and the City shall record or cause to be recorded in the Official Records for Orange County, California, an executed original of this Agreement, and Developer shall deliver the proof of recording as required by Section 4.2.3, below. City shall cooperate with Developer in promptly executing in recordable form this Agreement. The date of recording of the Agreement shall be the Effective Date of the Agreement. Upon the date of recording, the terms and conditions of this Agreement shall be binding upon and run with the Property and Project for the Term of this Agreement. It is the express intent and agreement between the Parties that this Agreement shall remain binding and enforceable against the Affordable Units for the Term of this Agreement to ensure compliance with the State Density Bonus Law and City Density Bonus Law, and to ensure the continued supply of Affordable Units in the Project, except as expressly set forth in this Agreement.

4.2.2 The Agreement shall be recorded against the Property and have priority over those matters of public record, except as approved in writing by the City; provided, however, prior to issuance of a Certificate of Occupancy for the Project, the Parties may execute an amendment to this Agreement or other appropriate instrument that ensures that the requirements of this Agreement, upon the creation of the Affordable Units and the recordation of this Agreement, are properly recorded against each Affordable Unit and memorializes Owner's obligation to provide the Affordable Units on a for-sale basis in accordance with this Agreement and, upon the recording of such instrument as to the individual Affordable Units, the City may determine, in its sole and absolute discretion, to a release of this Agreement to the Property as a whole. Provided, however, this Agreement shall terminate and be of no further force and effect on the Unrestricted Units or any common areas of the Property as provided in Section 5.1.

4.2.3 Prior to issuance of building permits for the Project, Developer shall cause to be provided to City a condition of title guarantee (or other evidence acceptable to the City) that

demonstrates this Agreement is senior to any other lien, deed of trust, mortgage, or other interest in the Property or the Project, except any Developer construction loan, Developer mortgage or deed of trust, or other interest in the Property or the Project approved by the City in writing, which approval shall not be unreasonably conditioned, withheld, or delayed. The City shall have not less than ten (10) days to determine that this Agreement (or an amended version of the Agreement restricting the Affordable Units) has senior rights. If City disapproves the evidence provided by Developer, then Developer agrees and acknowledges that City may withhold the building permit unless and until Developer provides evidence satisfactory to the City demonstrating priority of this Agreement or an amendment thereto.

4.3 Occupancy Levels. Developer shall not apply or permit any occupancy requirements that violate local, state or federal law during the development or sale of the Affordable Units.

4.4 Use of the Property. All uses conducted on the Property by Developer, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable provisions of the Santa Ana Municipal Code and other applicable federal, state, and local laws, rules, and regulations.

4.5 Maintenance. Developer shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in a decent, safe and sanitary manner, regardless of cause of the disrepair. Developer, until a Homeowners' Association ("HOA") is established, at which point, the HOA and each Homebuyer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City, and any of its employees, agents, contractors or designees shall have the right to enter upon the Property at reasonable times and in a reasonable manner to inspect the Project, after providing notice as follows: (i) at least a 24-hour notice to Developer and Homebuyer of the Affordable Unit which will be inspected, or (ii) at least 48 hours' notice to Developer, which shall promptly give notice to Owners of the Affordable Unit to be inspected.

4.6 Preparation and Recordation of Transfer Documents. Developer shall prepare and obtain City's approval, which approval shall not be unreasonably withheld, conditioned or delayed, of the Affordable Housing Resale Restrictions, the City Promissory Note, the City Deed of Trust, and the Notice of Affordability Restrictions, for each Affordable Unit to Eligible Households required by Section 3 of this Agreement in substantially the forms attached hereto as Exhibits B, C, D, and G, respectively. Developer shall not sell an Affordable Unit unless and until the City has reviewed and approved the Homebuyer as an Eligible Household for the purchase of the Affordable Unit, and the Homebuyer has executed and submitted to the Program Director, in recordable form, the Affordable Housing Resale Restrictions, the City Deed of Trust, and the Notice of Affordability Restrictions, and the approved financing for the Homebuyer, including the executed City Promissory Note. City's approval of the Homebuyer as an Eligible Household pursuant to this Section 4.6 shall not be unreasonably conditioned, withheld, or delayed. City shall have thirty (30) days to review a request to approve a proposed Homebuyer.

4.7 Selection of Homebuyers.

4.7.1 Developer shall be responsible for the selection of Homebuyers for the Affordable Units in compliance with lawful and reasonable criteria and the requirements of this Agreement.

4.7.2 In selecting Homebuyers for the Affordable Units, Developer shall apply a preference for Santa Ana residents and workers to the extent permissible by law. Subject to applicable laws and regulations governing nondiscrimination and preferences in housing occupancy required by the State of California, the Developer shall give preference in purchasing the Affordable Units to households that live and/or work in the City of Santa Ana or who have an active Housing Choice Voucher issued by the Housing Authority of the City of Santa Ana or any other Public Housing Authority.

4.7.3 Qualified applicants for Affordable Units will be screened and “lotterized.” A waiting list will be created from a lottery generated from the initial pool of qualified homebuyer applications. The waiting list will track applicant name and contact information, lottery number (or designated number after the initial lottery), household income, household size, status of application, and any other information deemed necessary. The waiting list will be maintained as an electronic file and available for audit by the City of Santa Ana in accordance with resident selection procedures as set forth herein.

4.7.4 Prior to the sale of an Affordable Unit, Developer shall require the Homebuyer to execute a written purchase sale agreement substantially similar to the Form PSA, and a written certification from the Homebuyer verifying compliance with the requirements for an Eligible Household and all other eligibility requirements established for the Affordable Unit. Developer shall verify the income of the Homebuyer as set forth herein.

4.8 Income Verification and Certification. Developer shall verify income of prospective Homebuyers and certify the verification to the City; provided, however, that Developer shall not be liable for any fraud or mistake in performing its duties pursuant to this Section 4.8. In evaluating prospective Homebuyers, Developer shall consider the following sources of income in order of preference: (i) employment income; (ii) business income; (iii) income from Social Security, Supplemental Security Income (SSI), welfare, disability, or pension payments; and (iv) alimony or child support. To verify income, Developer shall comply with the procedures set forth in Section A-3 of the Administrative Procedures Manual. Subject to the foregoing preferences, Developer shall consider Gross Household Income from all adult Household members, which is anticipated to be received during the 12-month period following the date of the determination of Gross Household Income. Within fifteen (15) days of delivery of an executed contract for purchase of an Affordable Unit by a prospective Homebuyer, Developer shall provide City with the Income Verification Form set forth in **Exhibit F** and the Certification of Continuing Occupancy set forth in **Exhibit G**.

4.9 DELETED

4.10 DELETED

4.11 DELETED

4.12 Marketing and Resident Selection Plan.

4.12.1 Prior to Certificate of Occupancy, Developer shall prepare and obtain City's approval, which approval shall not be unreasonably conditioned, withheld, or delayed, of a marketing program and resident selection plan for the sale of the Affordable Units at the Project ("Marketing Program"). City shall have thirty (30) days to review a proposed Marketing Program. The sale of the Affordable Units shall thereafter be marketed in accordance with the Marketing Program as the same may be amended from time to time with City's prior written approval. Upon request, Developer shall provide City with periodic reports with respect to the sale of the Affordable Units.

4.12.2 The Marketing Program shall include marketing and community outreach activities, proposed Homebuyer selection criteria, occupancy standards, income requirements, timeline and details for outreach and marketing, data collection, record keeping and monitoring, procedures for complaints, and compliance assessment. Components of the resident selection plan shall include the application process, interview procedure, Affordable Unit offer and assignment for selected homeowners, rejected applications, and wait list management. All requirements set forth herein shall be incorporated in the Marketing Program.

4.13 Non-Discrimination in Housing. Developer, and any successors in interest, shall not discriminate any person or group of persons on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial or marital status, disability, veteran or military status, genetic information, political affiliation or opinion, medical condition, pregnancy or pregnancy-related condition, or condition of physical or mental disability or other handicap, age, or source of income or status with regard to public assistance in the transfer, use, occupancy, tenure or enjoyment of the Property or the Affordable Units, and the Developer, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of any Homebuyer or resident of the Property or the Affordable Units.

4.14 Monitoring and Recordkeeping. Throughout the Term of this Agreement, on or before January 31 of each year, Developer shall annually complete or cause to be completed and submit to City the Annual Compliance Report in the form set forth in **Exhibit G** for each year until all Affordable Units are sold. Representatives of City shall be entitled to enter the Property if necessary after review of above documentation, upon at least forty-eight (48) hour notice, to monitor compliance with this Agreement, and shall be entitled to inspect the records of the Project relating to the Affordable Units and to conduct an independent audit or inspection of such records at a location within the City that is reasonably acceptable to the City without a fee from the City. Developer agrees to cooperate with City in making the Property and the records of the Project relating to the Affordable Unit reasonably available for such inspection or audit. Developer agrees to maintain or cause for the maintenance of each record of the Project for no less than five (5) years after creation of each such record.

4.15 Developer shall allow the City to conduct annual inspections of the Affordable Units on the Property after the date of construction completion, with reasonable notice, which shall be at least twenty four (24) hours in advance, unless a shorter time is required in an emergency, to Developer for the Term of this Agreement. Developer shall commence to cure or cause the commencement to cure any defects or deficiencies found by the City while conducting such

inspections within ten (10) business days of written notice thereof, or such longer period as is reasonable within the reasonable discretion of the City.

5. TERM OF THIS AGREEMENT

5.1 Term. This Agreement shall continue until all Affordable Units have been sold to Homebuyers pursuant to this Agreement (the “Term”). Upon the issuance of a Certificate of Occupancy for all of the Affordable Units in a building, this Agreement shall terminate as to the Unrestricted Units and the common area associated with that building. If there are no Affordable Units in a particular building, this Agreement shall terminate as to the Unrestricted Units in that building and the common area associated with that building upon the issuance of the Certificate of Occupancy for Affordable Units in the prior building. Upon the initial sale of each Affordable Unit and execution and recordation (as applicable) of the Homebuyer Documents pursuant to Section 3.5, or sale of an Affordable Unit as a Released Unit pursuant to Section 3.6, this Agreement shall terminate and be of no further force and effect with respect to such Affordable Unit. Upon the initial sale of all Affordable Units to Eligible Households pursuant to this Agreement, this Agreement shall terminate and be of no further force and effect. While not necessary to effect the termination of this Agreement, the Parties shall cooperate to execute and record a release or termination as to the Unrestricted Units, common area of the Project, or the Affordable Units as per the terms of this Section.

5.2 Continuing Obligation to Pay the City Equity Share. Notwithstanding the expiration of the Term, the City shall have the right to receive payment for the City Equity Share, and enforce the Affordable Housing Resale Restrictions, the City Promissory Note, and the City Deed of Trust until satisfactory payment of the City Equity Share pursuant to the terms of those agreements.

6. DEFAULT AND TERMINATION; INDEMNIFICATION

6.1 Default. Failure or delay by any Party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein), constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

6.2 Remedies.

6.2.1 Any individual who sells or rents (including subleasing) an Affordable Unit in violation of the provisions of this Agreement shall be required to forfeit to City all monetary amounts so obtained.

6.2.2 City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Agreement, including but not limited to:

- (a) Actions to revoke, deny or suspend any permits for the construction of any Units in the Project, except that such actions may not include the suspension or revocation of any issued permit or license for the construction of any unit or units in the Development that have been constructed and sold or are under construction and under contract for sale;
- (b) Applicable actions under the Affordable Housing Resale Restrictions, City Promissory Note, or City Deed of Trust executed by a Homebuyer;
- (c) Actions for injunctive relief, damages, or other monetary relief; and
- (d) Civil citations or penalties.

6.3 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.4 Waiver of Speculative, Consequential, or Punitive Damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be liable for speculative, consequential, punitive or other indirect damages, and each Party waives any right to collect speculative, consequential, punitive or other indirect damages against the other Party. Developer acknowledges the protections of Civil Code Section 1542 relative to this waiver and release, which section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION.

DEVELOPER'S INITIALS _____

6.5 Indemnification. In addition to any other indemnity specifically provided in this Agreement, Developer agrees to defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, conditioned or delayed and which may be joint defense counsel upon City's and Developer's consent) indemnify and hold harmless City and its respective officers, officials, agents, employees, representatives, and volunteers (collectively, "Indemnitees") from and against any loss, liability, claim, or judgment arising from any claims, demands, or causes of action arising from or related to Developer's

performance of its obligations under this Agreement, including the approval of this Agreement, except to the extent caused by the active negligence or willful misconduct of Indemnitees.

7. ASSIGNMENT; COVENANTS RUN WITH THE LAND

7.1 Assignment by Developer.

7.1.1 Prohibited Transfers or Assignments. Developer shall not sell, transfer, or assign the Property or Project in whole or in part, or transfer or assign Developer's rights and obligations in this Agreement, in whole or in part, unless the sale, transfer, or assignment complies with this Section 7. With the exception of sale, transfer, or assignment occurring after the recordation of this Agreement to an entity wholly owned by Developer, if Developer seeks to sell, transfer or assign the Property or Project, or any rights and obligations in this Agreement, Developer shall request City's written consent, and City shall respond within thirty (30) days with a written approval or denial, which City may determine in its reasonable discretion. City's failure to respond to the request within thirty (30) days shall be deemed an approval.

7.1.2 Sale or Conveyance of Property. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Agreement in accordance with the terms of Section 5.1 hereof, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the approvals received for this Project have been made on the condition that Developer and all subsequent owners, or other successors and assigns of the Property and/or Project sell the Affordable Units in accordance with the covenants, conditions and restrictions of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that Developer or any successor in interest elects not to construct the Project, or any portion thereof, this Agreement shall terminate as to and cease to be a burden on or encumbrance against the Property or such portion thereof upon expiration or earlier termination of the entitlements for the Project.

7.1.3 Subsequent Assignment. As used in this Agreement, the term "Developer" shall be deemed to include any such transferee or assignee after the date such sale, transfer, or assignment occurs in compliance with this Agreement.

7.1.4 Unpermitted Assignments Void. Any sale, transfer, or assignment made in violation of this Agreement shall be null and void, and City shall have the right to pursue any right or remedy at law or in equity to enforce the provisions of the restriction against unpermitted sales, transfers, or assignments.

7.2 Covenants Run with the Land. The Property shall be used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein in accordance with the terms of Section 5.1 hereof. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property in accordance

with the terms of Section 5.1 hereof and shall be binding upon Developer and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Developer's interest in the Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the agreement provides a public benefit in furtherance of benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement and all of its exhibits and attachments set forth and contain the entire understanding and agreement of the parties with respect to the density bonus of the Project, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

8.2 Amendment. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance approved by the City Council, or through the City Manager as detailed herein, and signed on behalf of each party. The City Manager shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, and/or enter into amendments of this Agreement on behalf of City that further the intent of this Agreement. Any requested alteration, change or modification of the Agreement by Developer shall require the payment of fees or deposit by Developer to City, as applicable, for the City's review of the request. Each alteration, change, or modification to this Agreement shall be recorded against the Property in the Official Records of Orange County, California.

8.3 Notices.

8.3.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and

postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Federal Express), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party; or (vi) upon transmission thereof (as evidenced by the recipient's reply to such notice or other competent evidence of actual receipt) if transmitted by electronic transmission (email), provided that a copy of such notice is concurrently sent by first-class mail postage prepaid. All notices shall be addressed as follows:

If to City:	City of Santa Ana Community Development Agency 20 Civic Center Plaza (M-26) P.O. Box 1988 Santa Ana, California 92702 Attention: Housing Manager
With a copy to:	Office of the City Attorney City of Santa Ana 20 Civic Center Plaza, 7th Floor (M-29) Santa Ana, California 92702
If to Developer:	205 South Harbor Plaza, LLC, a California limited liability company 27204 Woodbluff Rd. Laguna Hills, CA 92653

8.3.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

8.4 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

8.5 Interpretation and Governing Law. This Agreement and any dispute hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

8.6 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.7 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

8.8 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Developer, all obligations of such Developer under this Agreement shall be joint and several, and the default of any such Developer shall be the default of all such Developers.

8.9 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

8.10 Computation of Days. Unless otherwise specified in this Agreement or any Exhibit attached hereto, use of the term "days" shall mean calendar days. For purposes of this Agreement and all Exhibits attached hereto, "business days" shall mean every day of the week except Saturdays, Sundays, official State holidays as recognized in Government Code Section 19853(a) or successor statute, and any days in which Santa Ana City Hall is closed for business.

8.11 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

8.12 Non-Discrimination. In performing its obligations under this Agreement, Developer shall not discriminate because of race, color, creed, religion, sex, gender, gender identity, gender expression, marital status, sexual orientation, familial status, source of income, veteran or military status, age, national origin, ancestry, disability or genetic information, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other related activities. Developer affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

8.13 Third Party Beneficiaries. No person or entity, other than City and Developer shall have any right of action based upon any provision of this Agreement.

8.14 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, pandemics as declared by federal, state, or local emergency resolution, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

8.15 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

8.16 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

8.17 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

8.18 Jurisdiction and Venue. Any action at law or in equity under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or to the extent allowed by law, in the federal court district covering the City, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

8.19 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

8.20 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and in the satisfaction of the Project and conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or the Project or to evidence or consummate the transactions contemplated by this Agreement. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements or amendments to this agreement as may be reasonably necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

8.21 Estoppel Certificate. Within ten (10) business days following a written request by any of the Parties, the other Party shall execute and deliver to the requesting Party a statement

certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding Party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party, and that there are no uncured defaults in the performance of the requesting Party, except as may be represented by the requesting Party.

8.22 No Subordination. City's approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Project was based upon Developer's obligation to provide the Affordable Units pursuant to the State Density Bonus Law, City Density Bonus for Affordable Housing, and the terms and conditions of this Agreement. For the duration of the Term, this Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof, unless otherwise approved by City in writing. Developer expressly understands and acknowledges that state law requires preservation of Affordability Covenants in connection with the approval of this density bonus project.

8.23 Mortgagee Protections. Notwithstanding anything to the contrary set forth elsewhere herein, Developer may obtain financing for the development and construction of the Project, which financing may be secured by a lien or charge of a mortgage, deed of trust, or other security interest then of record made in good faith and for value (a "Mortgage") without the City's consent; provided, however, that the Mortgage is subject to and subordinate to this Agreement unless otherwise approved by the City in writing, in its sole and absolute discretion. Upon the written request therefore by any holder of a Mortgage (a "Mortgagee"), the City shall provide such Mortgagee copies of any notice of default or demand to perform provided to Developer under this Agreement substantially concurrently with its delivery to Developer and agrees that such Mortgagee may, but is under no obligation to, cure any such default pursuant to Section 6. In the event a Mortgage exists for which City has received notice from the Mortgagee pursuant to this Section, this Agreement shall not be amended, supplemented, restated or otherwise modified in any manner without the prior written consent of such Mortgagee, which shall not be unreasonably withheld, conditioned, or delayed. The City's rights pursuant to Section 6 shall be superior to, but shall not render invalid, any mortgage or deed of trust recorded against the Property or any portion thereof, including without limitation, any Affordable Unit. Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall not diminish or affect the rights of the California Housing Finance Agency ("CalHFA"), HUD, the Federal National Mortgage Association ("FNMA"), or the Veterans Administration ("VA") under any mortgage recorded against the Property in compliance with the Declaration. The City further agrees to execute and deliver to Mortgagee such further and other documents as Mortgagee may reasonably require to effect the purpose and intent of this Section.

8.24 Attorneys' Fees and Costs. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

8.25 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have caused this Density Bonus Housing Agreement to be executed on the date set forth at the beginning of this Agreement.

ATTEST:

CITY OF SANTA ANA

Jennifer Hall
City Clerk

Alvaro Nuñez
City Manager

APPROVED AS TO FORM:

Matthew R Cody

By: Matthew Cody
Best, Best, & Krieger
Special Counsel for the City

RECOMMEND FOR APPROVAL:

Santa Ana 9 Inv, LLC, a Delaware
limited liability company

Michael Garcia
Executive Director
Community Development Agency

Kim Prijatel
By: Kim Prijatel
Its: Executive Vice President, Development

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

APN: 144-311-14, 144-311-15

[TO BE ADDED PRIOR TO PLANNING COMMISSION]

DRAFT

EXHIBIT B

**FORM OF AFFORDABLE HOUSING RESALE RESTRICTIONS, EQUITY SHARING, AND
REGULATORY AGREEMENT**

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702
Attn: City Clerk

*Free Recording pursuant to
Government Code 6103 & 27383*

**AFFORDABLE HOUSING RESALE RESTRICTIONS, EQUITY SHARING AND
REGULATORY AGREEMENT**

(Address; APN)

This **AFFORDABLE HOUSING RESALE RESTRICTIONS, EQUITY SHARING
AND REGULATORY AGREEMENT** ("Affordable Housing Resale Restrictions" or
"Agreement") is made as of _____, by _____ ("Homebuyer") in favor of
the **CITY OF SANTA ANA**, a municipal corporation ("City").

RECITALS

A. Homebuyer has purchased a single family house located at _____,
Santa Ana, California, _____, as such real property is more particularly described in "Exhibit 1"
attached hereto and incorporated herein ("Property").

B. In connection with Homebuyer purchasing the Property, Homebuyer
acknowledged and received disclosures that the purchase was subject to a Density Bonus Housing
Agreement with Declaration of Covenants, Conditions and Restrictions ("Density Bonus
Agreement"), dated on or about _____, 2025, between the developer of the Property,
_____ ("Developer"). The Density Bonus Agreement required the Property to be sold
to a Moderate Income Household, subject to the provisions of this Affordable Housing Resale
Restrictions, pursuant to which Developer imposed covenants upon the Property to be sold to
Eligible Homebuyers at an Affordable Sales Price. Homebuyer hereby acknowledges and agrees
that this Affordable Housing Resale Restrictions is intended to implement the requirements of the
Density Bonus Agreement, and that the purchase, use and occupancy of the Property is subject to
the conditions, covenants and restrictions contained herein. Capitalized terms used herein and not
otherwise defined shall have the same meaning as set forth in the Density Bonus Agreement.

C. Homebuyer desires and intends to restrict the Property and the improvements thereon in accordance with this Affordable Housing Resale Restrictions. Homebuyer agrees and acknowledges that this Affordable Housing Resale Restrictions is intended to implement and further the intent of the Density Bonus Agreement, entered into between City and Developer of the Property, which was recorded against the Affordable Unit to impose the conditions, covenants, and restrictions as set forth herein. This Affordable Housing Resale Restrictions shall be construed in accordance with the Regulatory Agreement.

D. Homebuyer is a Moderate Income Household, as that term is defined in this Agreement.

E. Homebuyer has represented to City that Homebuyer and Homebuyer's household intend to reside in the Property as Homebuyer's principal residence at all times during Homebuyer's ownership of the Property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

"Affordability Term" means that period of time commencing upon the Date of this Agreement and terminating on the date that is fifty-five (55) years from the date a Certificate of Occupancy was issued for the Property.

"Affordable Housing Cost" means the purchase price for Moderate Income Households pursuant to California Health & Safety Code Section 50052.5, and implementing regulations of Sections 6920, 6924 and 6930 of Title 25 of the California Code of Regulations for Moderate Income Households. The Affordable Housing Cost shall not exceed thirty-five percent (35%) times one hundred ten percent (110%) of the Orange County Median Income for a household size appropriate to the unit, pursuant to Santa Ana Municipal Code.

"Affordable Sales Price" means a purchase price required under a written purchase sale agreement that does not exceed the sum of the Supportable Mortgage plus the Benchmark Down Payment.

"Affordable Unit" or **"Property"** means the individual dwelling unit restricted by this Agreement

"City" means the City of Santa Ana, California, a California municipal corporation, and the City's successors and assigns.

"City Deed of Trust" means the City Deed of Trust, securing this Affordable Housing Resale Restrictions and the City Promissory Note, and dated on or about the same date hereof.

"City Equity Share" means the amount that Homebuyers agree to pay to the City in accordance with the City Promissory Note.

"City Promissory Note" means the City Promissory Note, evidencing Homebuyer's agreement to pay the City Equity Share and dated on or about the same date hereof.

“County” means the County of Orange, California.

“Date of this Agreement” means the date in the first paragraph of this Agreement.

“Default” means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure. The term default also includes an Ownership Default and a Maintenance Default as more fully defined and described herein. Notwithstanding the foregoing for purposes of acceleration of the City Promissory Note, or initiation of foreclosure proceedings there shall be a distinction between the types of default hereunder, including an “Ownership Default” and a “Maintenance Default.” The term “Ownership Default” means the failure of Homebuyer to perform any action or covenant required by the Affordable Housing Resale Restriction related to ownership, owner-occupancy, lien priority, and restrictions on sale and resale of the Property subject to the notice and opportunity to cure provisions set forth herein. A default of any obligation secured by the First Lien shall be a cross-default and also constitute an Ownership Default. The term “Maintenance Default” means the failure of Homebuyer to perform any action or covenant required by this Agreement relating to a “Maintenance Deficiency,” including the ongoing upkeep, maintenance, and use of the Property in decent, safe, sanitary, clean, and neighborly manner, subject to the notice and opportunity to cure provisions set forth herein (and expressly excluding an Ownership Default).

“Developer” means 205 South Harbor Plaza, LLC, a California limited liability company.

“Eligible Household” means a Household whose income does not exceed the “Moderate Income Household” qualifying limit as defined herein.

“First Lien” means the lien of the institution making the purchase money mortgage loan to Homebuyer for the purchase of the Property.

“Homebuyer” means the person or persons set forth in the first paragraph of this Agreement, and their successors and assigns.

“Housing Cost” means and includes all of the following costs associated with ownership of an Affordable Unit as defined in Title 25 of the California Code of Regulations Section 6920, and Santa Ana Municipal Code, including:

- (a) Principal and interest on a mortgage loan at the defined interest rate;
- (b) Property tax and assessments;
- (c) Fire and casualty insurance covering replacement value of property improvements;
- (d) Property maintenance and repairs;
- (e) A reasonable utility allowance, as determined by the Orange County Housing Authority; and
- (f) Homeowner Association assessments and dues.

“Legal Description” means the legal description of the Property which is attached hereto as Exhibit A and incorporated herein.

“Median Income” means the area median income for Orange County PMSA, Adjusted for Family Size Appropriate to the unit pursuant to California Health and Safety Code § 50052.5(h), as periodically published by the California Department of Housing and Community Development.

“Moderate Income” and ***“Moderate Income Households”*** means moderate income households as defined in Health & Safety Code Section 50079.5, with Gross Income for the Household that does not exceed one hundred twenty percent (120%) AMI.

“Notice of Intent to Transfer” means a written notice from Homebuyer to the City that provides notice of an intent to Transfer the Property and all information required by this Agreement in connection with the proposed Transfer.

“Permitted Transfer” means any Transfer which is permitted under this Agreement with the written consent of the City.

“Prohibited Transfer” means any Transfer which is disapproved by the City or violates this Agreement.

“Property” means that certain real property located at the street address set forth in Recital A and legally described in the Legal Description.

“Purchase Agreement” means that certain agreement pursuant to which Homebuyer has agreed to purchase the Property from the Developer.

“Request for Notice” means the Request for Notice of Default attached hereto as Exhibit I and incorporated herein.

“Sales Price” means the sum to be paid by a Transferee for the Transfer of the Property.

“Transfer” shall mean any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance or intestacy; (ii) creation of a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the Property; or (v) any voluntary conveyance of the Property.

“Transferee” shall mean any natural person or entity who obtains ownership or possessory rights in the Property pursuant to a Transfer.

2. HOMEBUYER’S REPRESENTATIONS AND WARRANTIES AS TO THE SALE OF THE PROPERTY TO HOMEBUYER.

2.1 Homebuyer represents and warrants to City that the financial and other information which Homebuyer has provided to City with respect to Homebuyer’s income and the

purchase price of the Property was true and correct at the time such information was provided, and remains true and correct as of the Date of this Agreement.

2.2 Homebuyer agrees to occupy the Property as Homebuyer's primary residence.

3. RESTRICTIONS ON SALE OF PROPERTY.

3.1 Homebuyer covenants and agrees that during the Affordability Term, any resale of the Property shall be to a Moderate Income Household for an amount that does not exceed an Affordable Sales Price.

3.2 Prior to any Transfer of the Affordable Unit, Homebuyer shall provide the City with a Notice of Intent to Transfer, in a form approved by the City, and the City shall have the right to approve or disapprove of any Transfer, which approval shall not be unreasonably withheld.

3.3 Permitted Transfers. Prior to any Transfer of the Property, Homebuyer shall obtain City's written consent pursuant to the requirements of Section 4 and 5, below, and subject to the following:

(a) During the Affordability Term, the Homebuyer may Transfer the Property to a Moderate Income Household for an Affordable Sales Price.

(b) Upon expiration of the Affordability Term, Homebuyer may sell the Property without the affordability restrictions of this Agreement, subject to the satisfaction of the City Promissory Note and City Deed of Trust.

3.4 Prohibited Transfers. Any Transfer of the Property without the City's written consent or in violation of this Agreement is a Prohibited Transfer.

4. HOMEBUYER PROCEEDS FROM SALE OF PROPERTY.

4.1 This Agreement implements the provisions of the Density Bonus Agreement for disbursement of funds from a sale of the Property, as further set forth below.

4.2 Permitted Transfers During the Affordability Term. During the Affordability Term, a Homebuyer retains the proceeds from a Permitted Transfer after payment of the First Lien, and reasonable closing costs and broker fees. The City Deed of Trust shall remain a lien on the Property, or the Transferee shall executed a new Affordable Housing Resale Restrictions, City Promissory Note, and City Deed of Trust.

4.3 Permitted Transfers Upon Expiration of the Affordability Term. Upon expiration of the Affordability Term, the City Equity Share shall become due and payable upon a Permitted Transfer, and the proceeds from a sale shall be used for payment of the City Equity Share in satisfaction of the City Promissory Note.

4.4 Prohibited Transfers. Homebuyer agrees and acknowledges that a Prohibited Transfer is a default of this Agreement and, in the event of such a default, the City shall be entitled

to the greater of: (a) all amounts paid for the Property in excess of the Affordable Sales Price shall be forfeited to the City, or (b) the City Equity Share.

4.5 Equity Sharing Agreement.

4.5.1 Following the expiration of the Affordability Term, Homebuyer agrees to pay to the City the City Equity Share, as follows:

4.5.2 The City Equity Share shall be paid out of proceeds from a Transfer of the Property after the Affordability Term.

4.5.3 The City Equity Share includes the following:

(a) An amount equal to the difference between the fair market value of the Affordable Unit at the time of the initial purchase and the Affordable Sales Price (the “Initial Subsidy”).

(b) An amount equal to the product of (1) the appreciation of the Affordable Unit, as measured by the increase in the fair market value of the Affordable Unit at the time of the sale to the Homebuyer and the resale of the Affordable Unit, and (2) the percentage that the initial subsidy represented of the fair market value of the Affordable Unit when it was purchased by the Homebuyer (the “Proportionate Share of Appreciation”).

4.6 The City Equity Share shall only be subordinate to a First Lien, as approved by the City at the time of the initial sale (or subsequent approval in the event of a refinance or resale during the Affordability Term), and amounts owed to Homebuyer for the value of improvements to the Property and the down payment paid by Homebuyer.

4.7 For purposes of determining the City Equity Share, at the time of the initial sale of the Property, and each re-sale during the Affordability Term, the fair market value shall be determined as follows:

4.7.1 For the initial sale, Developer may propose to the City a fair market value based on a price per square foot that is based on comparable sales of other units within the Project.

4.7.2 Except as approved in writing by the City, prior to the sale of an Affordable Unit, a qualified appraiser shall conduct an appraisal of the Affordable Unit to determine fair market value without the restrictions of this Agreement. If the Developer or a prospective Homebuyer disputes the appraised value, then that party may pay for the costs of a second appraisal and, if there is still disagreement, the average of the two appraisals shall be used to determine the fair market value.

4.7.3 The fair market value of the Affordable Unit, as determined in accordance with the above, shall be provided to the City for approval or disapproval, which City shall provide within thirty (30) days of receipt of the proposed fair market value. If City does not provide a written response within such time period, then the proposed fair market value shall be deemed approved by the City.

5. **PROCESS FOR TRANSFER OF THE PROPERTY.** In the event that Homebuyer desires to Transfer the Property, the following procedure shall apply:

5.1 **Notice to City.** Prior to any Transfer, Homebuyer shall send a completed Notice of Intent to Transfer to City at the address set forth in Section 22. The Notice of Intent to Transfer shall include: (a) the identity of the proposed Transferee and contact information, including current address and phone number, (b) the proposed terms of the Transfer, (c) whether the Property is being sold to a purchaser that qualifies as a Moderate Income Household and supporting documentation, and (d) if during the Affordability Term, the proposed Affordable Sales Price and the resulting Monthly Housing Costs. If the proposed Transfer is upon expiration of the Affordability Term, then the Notice of Intent to Transfer shall include the proposed sales price and a good faith estimate of the proceeds from the sale of the Property. The City may request additional information as reasonably necessary to evaluate the requested Transfer.

5.2 **Qualification of Proposed Transferee.** For a transfer during the Affordability Term, the proposed Transferee shall complete an Income Verification Form, in a form approved by the City, which shall include, without limitation, a certification as to the income and family size of the proposed Transferee.

5.3 **Certificates from Parties.** In the event the City approves the proposed Transfer, Homebuyer and proposed Transferee each shall certify in writing, in a form acceptable to City, that the Transfer shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by City and that all consideration delivered by the proposed Transferee to owner has been fully disclosed to City. The written certificate shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certificate submitted to City for its approval of the Transfer, City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final as between Homebuyer and Transferee.

5.4 **Requirements for Permitted Transfers.** For a Permitted Transfer during the Affordability Term, the City will require: (1) an assignment and assumption agreement that is reasonably acceptable to City, or (2) the proposed Transferee execute a new City Promissory Note, City Deed of Trust, and Affordable Housing Resale Restrictions. Upon expiration of the Affordability Term, the City will require a closing statement setting forth the proceeds from a proposed sale, and shall have at least thirty (30) days to review and approve the sales documents.

5.5 **Written Approval of City Required Before Transfer.** The purchase sale agreement or other contract for Transfer of the Property, and the Income Verification Form, shall be provided to the City, which shall have at least thirty (30) days to review. The Property, and any interest therein, shall not be conveyed by any Transfer except with the express written consent of City, which consent shall be given only if the Transfer is in accordance with the provisions of this Agreement.

5.6 **Notice of Prohibited Transfer.** Within thirty (30) days after receiving all information required by this Section 5, the City shall determine and give notice to Homebuyer as to whether the City consents to the Transfer as a Permitted Transfer, or if the City determines the

proposed Transfer is a Prohibited Transfer. Any attempt to Transfer the Property without the City's written approval, or after the City has given notice of a Prohibited Transfer, shall be a Default of this Agreement, and the City may apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or Transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

5.7 Delivery of Documents. Upon the close of the proposed Transfer, Homebuyer and Transferee, as applicable, shall provide the City with a copy of the final sales contract, settlement statement, escrow instructions, all certificates required by this Section 5 and any other documents City may request.

6. ENCUMBRANCES.

6.1 Subordination. Except as provided otherwise herein, the provisions of this Agreement, the Notice of Affordability Restrictions and the City Deed of Trust, the obligations herein and therein, shall be subordinate only to the First Lien on the Property and, if applicable, other loan(s) as approved by the City, including lien instruments that secure other Homebuyer purchase money and/or down payment assistance, including without limitation City, State of California, or federal affordable housing programs, which liens shall not impair the rights under the First Lien in the event of default under the First Lien by Homebuyer. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure.

6.2 Request for Notice of Default. City may cause a Request for Notice to be recorded on the Property subsequent to the recordation of the First Lien deed of trust or mortgage requesting a statutory notice of default as set forth in California Civil Code Section 2924b. A form of a Request for Notice is attached hereto as Exhibit I and incorporated herein.

6.3 Further Encumbrances. Homebuyer agrees that it shall not record or cause the recordation of any deed of trust ("Further Encumbrance") securing a note having an original principal sum which, when added to the sum of the principal amount(s) of any notes secured by any deeds of trust against the Property as of the date of recordation of the Further Encumbrance, exceeds one hundred percent (100%) of the fair market value of the Property.

7. USES. Homebuyer covenants and agrees to devote, use and maintain the Property in accordance with this Agreement. All uses conducted on the Property, including, without limitation, all activities undertaken by Homebuyer pursuant to this Agreement, shall conform to all applicable provisions of the Santa Ana Municipal Code, and the recorded documents pertaining to and running with the Property.

8. NONDISCRIMINATION COVENANTS.

Homebuyer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and

paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land. All deeds, leases or contracts relating to the Property, or any part thereof, shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

“The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The covenants established in this Section 8 shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and shall remain in effect in perpetuity.

9. MAINTENANCE OF PROPERTY.

Homebuyer shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with the Santa Ana Municipal Code. Homebuyer also agrees to comply with all applicable federal, state and local laws.

9.1 Exterior Maintenance. Except as to be maintained by the homeowners association, as applicable, all exterior, painted surfaces of any structures located on the Property shall be maintained at all times in a clean and good condition. Any defacing marks shall be cleaned or removed within a reasonable period of time.

9.2 Front and Side Exteriors. Except as to be maintained by the homeowners association, as applicable, Homebuyer shall at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner.

9.3 Graffiti Removal. All graffiti and defacement of any type, including but not limited to marks, words and pictures, shall be promptly removed from the Property within two (2) days of the time they were made and any necessary painting or repair completed in a timely and expeditious manner after notice thereof, whichever is less.

9.4 **No Nuisance.** Homebuyer shall not maintain, cause to be maintained, or allow to be maintained on or about the Property any public or private nuisance, including without limitation, the conduct of criminal activities set forth in the nuisance abatement provisions of the Uniform Controlled Substances Act (Health & Safety Code Sections 11570, *et seq.*) or the Street Terrorism Enforcement and Prevention Act (Penal Code Sections 186.22 *et seq.*), or any successor statute or law.

10. OCCUPANCY STANDARDS.

The Property shall be used as the principal personal residence of Homebuyer and Homebuyer's immediate family/household and for no other purpose. Homebuyer shall not enter into an agreement for the rental or lease of all or any part of the Property. Homebuyer shall not rent out a room or rooms at the Property. Homebuyer may request a temporary waiver of the foregoing requirement in the event of extreme hardship requiring Homebuyer to move to another geographical area or to less expensive housing, including, for example and without limitation, transfer of job location, loss of job, or unexpected major expenses. City may approve or disapprove such request in its sole discretion, and may require as a condition of approval that Homebuyer only rent the Property to Eligible Households at an affordable rent (as defined in Section 50052.5 and 50053 of the California Health & Safety Code.) Subject to applicable state or federal law, the standard occupancy for the Property shall be consistent with the Regulatory Agreement. Homebuyer shall, upon demand by City, submit to City an affidavit of occupancy verifying Homebuyer's compliance with this Section 10. Such affidavit may be required by City on an annual basis.

11. EFFECT OF VIOLATION OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

11.1 **In General.** The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Agreement shall remain in effect for the periods of time specified herein. The covenants against discrimination shall remain in effect in perpetuity. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants herein shall run in favor of City, without regard to whether City has been, remains or is an owner of any land or interest therein in the Property or in the Project Area. City shall have the right, if the Restriction or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

11.2 **Acceleration.** The City shall be entitled to accelerate payments due under the City Promissory Note, and the amount required thereunder shall become due and immediately payable to City by Homebuyer upon the occurrence of any one of the following events of acceleration:

11.2.1 During the Affordability Term, Homebuyer Transfers the Property for a price in excess of an Affordable Sales Price or to a Transferee who does not qualify as a Moderate Income Household;

11.2.2 Homebuyer makes a Prohibited Transfer of title to or any interest in the Property without City's consent or in violation of this Agreement;

11.2.3 Homebuyer refinances any lien or encumbrance to which City Deed of Trust is subordinate (each such lien, a "First Lien") for a loan amount in excess of the then current loan balance secured by such lien or encumbrance and loan closing costs;

11.2.4 Homebuyer fails to occupy the Property as Homebuyer's principal residence or is in Default of any other obligation under the Affordable Housing Resale Restrictions;

11.2.5 Homebuyer has an Ownership Default violating any affordable housing terms or provisions of this Agreement.

12. COMPLIANCE WITH LAWS: GOVERNING LAW.

Homebuyer hereby agrees to comply with all applicable ordinances, rules, and regulations of City. Nothing herein is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this declaration must be instituted in the Superior Court of the County of Orange, State of California, or in the Federal District Court in the Central District.

13. INDEMNIFICATION.

Homebuyer shall pay for, defend, indemnify and hold harmless City and the City and their respective officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to Homebuyer's use of the Property or Homebuyer's violation of this Agreement. Homebuyer shall remain fully obligated for the payment of taxes, liens and assessments related to the Property. There shall be no reduction in taxes for Homebuyer, nor any transfer of responsibility to City to make such payments, by virtue of this Agreement.

14. INSURANCE.

Homebuyer shall maintain, during the term of this Agreement, an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall contain a statement of obligation on behalf of the carrier to notify the City of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Homebuyer shall transmit a copy of the certificate of insurance to City within thirty (30) days of the effective Date of this Agreement, and Homebuyer shall annually transmit to City a copy of the certificate of insurance, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance shall be transmitted to City at the

address set forth in Section 22 hereof. The form, content and issuer of any certificate of insurance approved by City.

15. DEFAULTS.

Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, that if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

16. NON-WAIVER.

Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

17. FURTHER ASSURANCES.

Homebuyer shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

18. GOVERNING LAW.

Homebuyer hereby agrees to comply with all ordinances, rules and regulations of City. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Orange, State of California, or in the Federal District Court where the City is located.

19. AMENDMENT OF RESTRICTION.

No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by Homebuyer and City.

20. CITY MAY ASSIGN.

City may, at its option, assign its rights hereunder without obtaining the consent of Homebuyer.

21. HOMEBUYER ASSIGNMENT PROHIBITED.

In no event shall Homebuyer assign or transfer any portion of this Agreement without the prior express written consent of City, which consent shall be given by City only in the event that City determines that the assignee or transferee is an Eligible Household, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee has expressly assumed this Agreement by execution of a written assignment document to be provided by City and recorded against the Property, or execution of new instruments by the transferee. This section shall not affect or diminish City's right to assign all or any portion of its rights hereunder.

22. NOTICES.

Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Homebuyer: At the property address.

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

Either party may change its address for notice by giving written notice thereof to the other party.

23. ATTORNEYS' FEES AND COSTS.

In the event that any action is instituted to enforce payment or performance under this Agreement, the parties agree the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by such prevailing party in enforcing this Agreement.

24. ENTIRE AGREEMENT.

This Agreement, together with the City Promissory Note and City Deed of Trust, and all attachments thereto and hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and Homebuyer concerning all or any part of the subject matter of this Agreement.

[Signature block begins on follow page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

HOMEBUYER:

By: _____

By: _____

CITY:

ATTEST:

CITY OF SANTA ANA

By:
City Clerk

By:
City Manager

Dated: _____

Dated: _____

**EXHIBIT 1 OF THE AFFORDABLE HOUSING RESALE RESTRICTIONS, EQUITY
SHARING, AND REGULATORY AGREEMENT**

LEGAL DESCRIPTION

DRAFT

EXHIBIT C

FORM OF CITY PROMISSORY NOTE

City Equity Share

[DATE]
Santa Ana, CA

1. FUNDAMENTAL PROVISIONS.

The following terms will be used as defined terms in this City Promissory Note (as it may be amended, modified, extended and renewed from time to time, this "Note"):

Lender/Payee: City of Santa Ana, a California municipal corporation.

Borrower/Maker: **[HOMEBUYER]**

Principal Amount: City Equity Share, as defined in the Affordable Housing Resale Restrictions

Interest Rate: None.

Default Interest Rate: Eight percent per annum.

Maturity Date: The date of a Transfer of the Property after expiration of the Affordability Term.

Business Day: Any day of the year other than Saturdays, Sundays and legal holidays on which City's main office is closed.

Property: **[ADDRESS]**

Deed of Trust: The City Deed of Trust executed by Borrower, as "Trustor", for the benefit of City, as "Beneficiary," concurrently with this Note, and recorded against the Property.

Affordable Housing Resale Restrictions: The Affordable Housing Resale Restrictions, Equity Sharing and Regulatory Agreement, dated on or about [DATE],.

Loan: The agreement by Borrower to pay the Principal Amount to City, in accordance with the Affordable Housing Resale Restrictions and this Note.

City Documents: This Note, the Affordable Housing Resale Restrictions, the City Deed of Trust

2. **PROMISE TO PAY.** For value received, Borrower promises to pay to the City, at its office at 20 Civic Center Plaza (M-30), Santa Ana, CA 92702, or at such other place as the Lender hereof may from time to time designate in writing, the Principal Amount together with interest thereon, and all other sums due under and secured by the Deed of Trust.

3. **SECURITY.** This Note is secured by the City Deed of Trust. The holder of this Note will be entitled to the benefits of the security provided by the City Deed of Trust and will have the right to enforce the covenants and agreements of Maker contained therein and in the Affordable Housing Resale Restrictions

4. **PAYMENTS.** The City Equity Share is due upon a Transfer of the Property after expiration of the Affordability Term, or upon an event of Default. In the event any City Equity Share become due and payable hereunder or pursuant to the Affordable Housing Resale Restrictions, the City Equity Share shall be immediately due and payable hereunder. Failure to declare such amounts due in any instance shall not constitute a waiver on the part of the City to declare them due in the future. Maker will pay to City all sums owing under this Note without deduction, offset, or counterclaim of any kind.

5. **DEFAULT RATE OF INTEREST.** If City Equity Share payable to City pursuant to the Affordable Housing Resale Restrictions and this Note are not paid to City within ten (10) days of the due date thereof, then interest shall accrue on such sum at a rate equal to the lesser of eight percent (8%) interest per annum, compounded annually, or the maximum rate permitted by law.

6. **PREPAYMENT.** This Note may not be prepaid in whole or in part.

7. **TRANSFER.** Maker shall not transfer, lease, sell, assign, refinance, encumber, convey or otherwise Transfer any interest in the Property without complying with all requirements of the Affordable Housing Resale Restrictions. Maker's failure to comply with the requirements of this paragraph shall be a Default under this Note.

8. **DEFAULT.** The occurrence of any one or more of the following shall constitute an event of default ("**Default**") hereunder.

8.1 The occurrence of a breach of any of Maker's covenants, warranties, or representations under this Note, the City Deed of Trust, or the Affordable Housing Resale Restrictions, including without limitation, any unauthorized refinancing, sale, conveyance, lease, assignment, encumbrance, or other Transfer of the Property, Maker's failure to occupy the Property as Maker's principal residence, any failure to pay amounts payable pursuant to this Note, and Maker's failure to maintain insurance on the Property as required pursuant to the City Deed of Trust.

8.2 The entry of an order for relief under federal bankruptcy laws as to Maker or the adjudication of Maker as insolvent or bankrupt pursuant to the provisions of any state or federal

insolvency or bankruptcy act, or Maker's consent to, acquiescence in, or attempt to secure the appointment of, any receiver for all or any substantial part of the Property.

8.3 The occurrence of an event of default under any loan secured by the Property and the continuance of such default beyond the expiration of all applicable cure periods such that the holder of such loan has the right to accelerate such loan.

9. Remedies. Upon the occurrence of a Default, the giving of any required notice thereof, and the expiration of any applicable cure period, City may, at its option, exercise any one or more of the following remedies:

9.1 Declare all of the sums payable under this Note to be immediately due and payable without further demand.

9.2 Pursue the exercise of the power of sale provided under the City Deed of Trust.

9.3 Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach, and notwithstanding the continuance in possession of the Property, the City shall be entitled to exercise every remedy provided by the City Documents or by law, upon the occurrence of any uncured breach.

9.4 Commence an action to foreclose the City Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants set forth in the City Documents.

9.5 Exercise its option to purchase the Property pursuant to the Affordable Housing Resale Restrictions.

9.6 Exercise all other rights and remedies provided herein or in any other City Document.

9.7 Exercise any other remedy provided by law or in equity.

The rights and remedies of the City hereunder are cumulative, and the City's exercise or failure to exercise one or more of such rights or remedies shall not preclude City's exercise, at the same time or different times, of any other right or remedy for the same Default or any other Default.

10. Maker's Personal Liability. Maker will be fully and personally liable for all loss, cost, liability, damage, and expense (including without limitation attorneys' fees) suffered or incurred by City arising from any of the following:

10.1 Failure to pay taxes, assessments, and any other charges that could result in liens against any portion of the Property or any other Security.

10.2 Failure to pay and discharge any mechanics' liens, materialmen's liens, or other unpermitted liens against any portion of the Property or any other Security.

10.3 Maker's fraud or intentional misrepresentation with respect to any representations, warranties, or certifications made in the City Documents or in connection with Maker's application to participate in the City's affordable housing program.

10.4 Maker's retention of any rental income or other income arising with respect to any portion of the Property or any other Security subsequent to the date of City's delivery of any notice of a Default, or which, under the terms of the City Documents, should otherwise have been paid to City.

10.5 Maker's retention or use of insurance proceeds, condemnation awards, or other similar funds or payments attributable to the Property or any other Security that pursuant to the City Documents should have been paid to City or used for another purpose.

10.6 Waste of the Property, or any other failure to maintain, repair, or restore any portion of the Property or any other Security in accordance with the requirements of the City Documents.

10.7 The removal, demolition, damage or destruction of any portion of the Property or any other Security that is neither consented to in writing by City nor fully compensated for by insurance proceeds or condemnation awards.

10.8 The failure of the City Documents to constitute a lien or security interest, as applicable, on the Property or any other Security, subject only to those exceptions, if any, permitted by the City Documents or otherwise approved in writing by City.

10.9 Nothing in this paragraph will affect or limit the rights of City to enforce any of City's rights or remedies with respect to any portion of the Property or any other Security.

11. Maker's Waivers. Maker hereby expressly waives diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of nonpayment of this Note, and expressly waives any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and

expressly waives the right to plead any and all statutes of limitation as a defense to any demand on this Note.

12. Notices. All notices, requests, demands, reports or other communications regarding this Note shall be in writing and delivered: (i) personally; or (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested; addressed as follows, or to such other address as specified in written notice delivered to the parties pursuant to this Section:

To Maker: At the Property address.

To City: City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702
Attn: City Clerk

13. Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of delivery thereof.

14. Assignment by Lender; Successors and Assigns. This Note shall be binding upon Maker and Maker's heirs, successors and assigns; provided however, Maker may not assign this Note without City's prior written consent except as may be permitted in accordance with the City Deed of Trust and the Affordable Housing Resale Restrictions. City may assign its rights to receive the proceeds under this Note to any person or entity without the consent of Maker, and upon notice to Maker of such assignment, all payments shall be made to the assignee.

15. No Joint Venture. The relationship of Maker and City under this Note is solely that of a participant and administrator of an affordable housing program, and in no manner are the City and the Maker partners or joint ventures, nor do any of the City Documents establish a principal and agent relationship between City and Maker.

16. Attorneys' Fees and Costs. If any legal action is filed to interpret or enforce this Note, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses incurred therein. Maker agrees to pay all costs and expenses (including reasonable attorneys' fees) that City may incur in connection with enforcement of this Note and collection of sums payable hereunder whether or not suit is filed.

17. No Third-Party Beneficiaries. This Note shall not benefit or be enforceable by any person or entity except the City and the Maker and their respective successors and assigns.

18. Entire Agreement; Amendments. This Note, together with the Affordable Housing Resale Restrictions and the City Deed of Trust, sets forth the entire understanding between Maker and the City with respect to the subject matter hereof. Any previous representations, warranties, agreements, and understandings among the parties regarding the subject matter of the Affordable Housing Resale Restrictions, this Note and City Deed of Trust whether written or oral, are superseded by the terms of the Affordable Housing Resale Restrictions, this Note and the City Deed of Trust. This Note may be modified or amended only by a written instrument duly executed by City and Maker.

19. No City Waiver. Any waiver of any term or provision of this Note must be in writing. No waiver of any breach, default or failure of condition under this Note or any other City Document shall be implied from City's failure or delay in declaring a default or exercising any of City's rights or remedies with respect to such breach, default or failure, or from any previous waiver of any similar or unrelated breach, default or failure, nor shall acceptance by City of any payment hereunder constitute a waiver of City's right to require prompt payment of any remaining amounts owed. Without limiting the generality of the foregoing, City's failure or delay in declaring any amount due hereunder shall not constitute a waiver of City's right to declare such sum due for the same or any subsequent event that triggers Maker's payment obligations hereunder.

20. Severability. If any provision of this Note shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Note shall not be affected or impaired thereby.

21. Controlling Law and Venue. The terms of this Note shall be interpreted under the laws of the State of California without regard to principles of conflicts of law. This Note was entered into and is to be performed in the County of Orange, which is the exclusive venue for any action or dispute arising hereunder.

22. Captions. All captions and headings in this Note are for the purposes of reference and convenience and shall be disregarded for all other purposes, including the construction or enforcement of any of the provisions of this Note.

23. Joint and Several. The obligations of each signatory to this Note shall be joint and several.

24. Time of the Essence. Time is of the essence with regard to all matters contained in this Note.

MAKER and HOMEBUYER:

By: _____

EXHIBIT D

FORM OF CITY DEED OF TRUST

CITY DEED OF TRUST

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, California 92702
Attention: City Clerk

*Free Recording pursuant to
Government Code 6103 & 27383*

**CITY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY
AGREEMENT**

THIS PERFORMANCE DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (“**Deed of Trust**”) is made as of _____, 20__, by _____ and _____ (collectively, “**Trustor**”) as Trustor, to the City of Santa Ana, as Trustee and Beneficiary (hereafter, “**Trustee**”, “**Beneficiary**,” or “**City**”).

The Trustor, in consideration of the promises herein recited and the trust herein created, irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of City, with power of sale and right of entry and possession, all of Trustor’s right, title and interest now held or hereafter acquired in and to the property located in the City of Santa Ana, Orange County, State of California, described in the attached Exhibit 1 and more commonly known as: _____ (APN: _____) (the “**Property**”);

TOGETHER with the rents, issues, and profits of such Property, subject however, to the right, power, and authority granted and conferred on City in this Deed of Trust to collect and apply the rents, issues, and profits; and TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights of way, and appurtenances thereto, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust;

All of the foregoing, together with the Property, is herein collectively referred to as the “**Security**.”

TO HAVE AND TO HOLD the Security, together with acquittances, to the Trustee, its successors and assigns forever;

TO SECURE to the City the payment of the sums, and the performance of the covenants and agreements of the Trustor evidenced by (i) that certain Affordable Housing Resale Restrictions, Equity Sharing and Regulatory Agreement executed by and between Trustor and City, dated as of the date hereof and recorded substantially concurrently herewith (the “**Affordable Housing Resale Restrictions**”), and (ii) that certain City Promissory Note (the “**Note**”) dated as of the date hereof and executed by Trustor for the benefit of City, pursuant to which Trustor is obligated to pay to City a City Equity Share, and all extensions, modifications, or renewals of the Note and the Affordable Housing Resale Restrictions. The Note and the Affordable Housing Resale Restrictions are incorporated herein by this reference; and TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust and the performance of the covenants and agreements of Trustor herein contained.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Trustor’s Estate.** Trustor represents and warrants that Trustor is lawfully seized of the estate hereby conveyed, has the right to grant and convey the Security, and that other than this Deed of Trust, the Security is encumbered only by: (1) that certain deed of trust executed by Trustor and recorded against the Property substantially concurrently herewith to secure repayment of a loan made by [REDACTED] (the “**First Mortgage Lender**”) to assist Trustor in the purchase of the Property and evidenced by a promissory note executed by Trustor in favor of the First Mortgage Lender in the original principal amount of [Dollars] (\$ _____) (the “**First Mortgage Note**”), and (2) the Affordable Housing Resale Restrictions. Trustor agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City’s interest in the Security, and Trustor shall pay all costs and expenses, including cost of evidence of title and attorneys’ fees in a reasonable sum, in any such action or proceeding in which City or Trustee may appear, and in any suit brought by City to foreclose this Deed of Trust. As used in this Deed of Trust, the term “First Mortgage Lender” shall include all successors and assigns of the First Mortgage Lender with respect to the First Mortgage Note.

2. **Note and Affordable Housing Resale Restrictions.** Trustor will promptly pay when due all sums payable pursuant to the Note and shall perform all of Trustor’s covenants and obligations under the Note, the Affordable Housing Resale Restrictions, and this Deed of Trust.

3. **Charges and Liens.** Trustor will promptly pay when due, the interest, principal, and all other charges accruing under any deed of trust, mortgage, or other instrument encumbering the Property, and will pay when due directly to the payee thereof all taxes, assessments and other charges, fines and impositions affecting the Property. Upon request by the City, Trustor will promptly furnish to the City copies of all notices of amounts due described in this Section and evidence of payment of such amounts. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest therein, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust; provided however, Trustor will not be required to discharge the lien of the deed of trust securing the First Mortgage Note (the “**First Mortgage Deed of Trust**”), and Trustor will not be required to pay any tax, charge, lien or

assessment described in this Section so long as Trustor is actively contesting its validity in good faith and by appropriate legal proceedings that will operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Trustor shall post security for the payment of such contested claims as may be requested by the City.

4. Protection of Security. If Trustor fails to perform any of the covenants and agreements set forth in this Deed of Trust, or if any action or proceeding is commenced that materially affects City's interest in the Property, including, but not limited to, default under any senior lienholder document, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, City, at its option, without releasing Trustor from any obligation hereunder, may upon notice to Trustor, make such appearance, disburse such sums and take such action as is necessary to protect City's interest, including, but not limited to, the purchase of insurance, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by City pursuant to this Section, with interest thereon, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and City agree to other terms of payment, such amounts shall be payable upon notice from City to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require City to incur any expense or take any action hereunder.

5. Inspection. The City may make, or cause to be made, reasonable entries upon the Property and inspections of the Security; provided that the City will give Trustor reasonable notice of inspection.

6. Title Insurance. At Trustor's expense, Trustor shall purchase a CLTA lender's policy of title insurance for the benefit of City, insuring this Deed of Trust as a secondary lien on the Property, with no delinquent taxes or assessment liens appearing as exceptions to title.

7. Hazard Insurance. Trustor shall keep the Property insured by a standard all-risk property insurance policy with endorsements for vandalism, malicious mischief, and special extended perils, in the full replacement value of the improvements, and with endorsements for increases in costs due to changes in code and inflation, with loss payable to City and any superior trust deed holder, as their interests may appear, and any other insurance required by the City.

The insurance carrier providing such insurance shall be licensed to do business in the State of California and may be chosen by Trustor, subject to approval by City. All insurance policies and renewals thereof shall be in a form acceptable to the City, and shall include a standard mortgagee clause with standard lender's endorsement in favor of the holder of any senior lien and the City as their interests may appear and in a form acceptable to the City. Trustor shall provide City with copies of all policies and renewals thereof, certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Trustor shall give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Trustor. The policies shall include an endorsement providing that City shall receive thirty (30) days' advance written notice of the cancellation, expiration or

termination or any material change in the coverage afforded by any of the insurance policies required under this Section.

If the Property is acquired by the City, all right, title and interest of Trustor in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the holder of any senior lien.

Renewal policies and any replacement policies, together with premium receipts satisfactory to the City, shall be delivered to the City at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the City shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. The application of proceeds pursuant to this Section shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. Awards and Damages. Subject to the rights of senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be applied to the restoration or repair of the Property (if applicable) or paid to the City. The City is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the City shall determine at its option. The City shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the City may be released to Trustor upon such conditions as the City may impose for its disposition. Application of all or any part of the amounts collected and received by the City or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Trustor, or if, after notice by City or its designated agent to Trustor that the condemnor or insurer offers to make an award or settle a claim for damages, Trustor fails to respond to City within thirty (30) days after the date such notice is mailed, City or its designated agent is authorized to collect and apply the proceeds, at City's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust

9. Maintenance. Trustor shall maintain the Property and all structures and landscaping thereon in good condition and repair. Trustor agrees to complete installation of landscaping as approved by the City, and to diligently maintain and care for installed landscaping, using generally accepted methods of cultivation and watering. Trustor shall not remove or demolish any building located on the Property, and agrees to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, and to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon. Trustor shall not commit or permit waste thereof, and shall not commit or permit any act upon the Property in violation of applicable laws. Trustor will comply with all applicable

laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and will not suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property. If there arises a condition in contravention of this Section, and if the Trustor has not cured such condition within thirty (30) days after receiving a notice from City of such a condition, then in addition to any other rights available to City, City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property to recover its cost of cure.

10. Occupancy. Trustor shall occupy the Property as Trustor's primary residence, and the Property shall be used as the primary residence of Trustor and Trustor's household and for no other purpose. The Property shall not be leased or rented by Trustor to any person or entity other than as expressly permitted by the Affordable Housing Resale Restrictions or consented to by City in writing. The City shall have the right to monitor whether the Property is owner-occupied by requesting that Trustor provide City with a written certification under penalty of perjury that the Property is owner-occupied, accompanied by supporting documentation reasonably satisfactory to the City.

11. Transfer. Trustor shall not allow any Further Encumbrance or Transfer of the Property (as such terms are defined in the Affordable Housing Resale Restrictions) any without complying with all requirements of the Affordable Housing Resale Restrictions.

12. Assignment of Rents. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to City the rents, issues, revenue and profits of the Property. This is an absolute assignment and not an assignment for security only. Subject to the limitations on lease or rental of the Property as set forth herein and in the Affordable Housing Resale Restrictions, City hereby confers upon Trustor a license to collect and retain such rents, issues, revenue and profits, as they become due and payable prior to any Default hereunder. Upon the occurrence of any such Default, City may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as City may determine. City's right to the rents, issues, revenue and profits of the Property does not depend upon whether or not City takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, revenue and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If a Default occurs while City is in possession of all or part of the Property and/or is collecting and applying rents as permitted under this Deed of Trust, City, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not City, in person or by agent, takes actual possession of the Property, City shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment

or operation of any part of it , and unless due solely to the willful misconduct or gross negligence of City, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

13. Default. An event of default (“**Default**”) shall arise hereunder upon the occurrence of any one or more of the following and the expiration of any applicable cure period:

- a. Trustor fails to occupy the Property as Trustor’s principal residence;
- b. The sale, conveyance, encumbrance, refinance, assignment, or other transfer of the Property including without limitation, the lease or rental of the Property in violation of the Affordable Housing Resale Restrictions;
- c. An event of default arises under the Note or the Affordable Housing Resale Restrictions, and such default remains uncured following the expiration of any applicable cure period;
- d. Trustor fails to pay when due any sum payable pursuant to the Note, the Affordable Housing Resale Restrictions or this Deed of Trust;
- e. The Property is refinanced or encumbered in violation of the Affordable Housing Resale Restrictions or this Deed of Trust;
- f. Trustor fails to maintain insurance on the Property as required by the Affordable Housing Resale Restrictions and this Deed of Trust,
- g. Subject to Trustor’s right to contest the following charges, Trustor fails to pay prior to delinquency taxes or assessments due on the Property or fails to pay when due any other charge that may result in a lien on the Property, and Trustor fails to cure such default within twenty (20) days of date of delinquency, but in all events prior to the time that the holder of such lien has the right to pursue foreclosure thereon;
- h. Trustor declares bankruptcy or makes an assignment of assets for the benefit of creditors, or an order for relief is entered under federal bankruptcy laws as to Trustor, or Trustor is adjudicated as insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy, or Trustor consents to, acquiesces in, or attempts to secure the appointment of, any receiver for all or any substantial part of the Property;
- i. The occurrence of an event of default under any loan secured by the Property and the continuance of such default beyond the expiration of all applicable cure periods such that the holder of such loan has the right to accelerate such loan.
- j. Trustor fails to observe or perform any other covenant, condition, or agreement to be observed or performed by Trustor pursuant to the Note, the Affordable Housing Resale Restrictions or this Deed of Trust.

14. Remedies. Upon the occurrence of a Default, the giving of notice thereof and the expiration of any applicable cure period, City may, at its option, exercise any one or more of the following remedies:

a. Declare all of the sums payable under the Note to be immediately due and payable without further demand.

b. Pursue the exercise of the power of sale provided under this Deed of Trust.

c. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, enter upon, take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom, or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right and remedy provided under the Note, this Deed of Trust, or the Affordable Housing Resale Restrictions, or by law upon occurrence of any uncured breach.

d. Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

e. Exercise any option to purchase the Property, as authorized pursuant to the Affordable Housing Resale Restrictions.

f. Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby.

g. Exercise any other remedy provided by law or in equity.

15. Acceleration and Sale.

a. **Notice of Default.** Upon Trustor's breach of any covenant or agreement of Trustor under the Note, the Affordable Housing Resale Restrictions or this Deed of Trust, City shall mail notice to Trustor as provided in Section 24 hereof specifying: (i) the nature of the breach; (ii) the action required to cure such breach; (iii) a date no less than thirty (30) days from the date the notice is mailed to Trustor by which such breach must be cured or such shorter cure period as may be provided in the Note, the Affordable Housing Resale Restrictions or this Deed of Trust; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the Loan and the sale of the Property. The notice shall further inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, City at City's option declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and/or pursue any other remedy provided herein or available under law.

City shall be entitled to collect from the Trustor, or from the proceeds of the sale of the Property, all reasonable costs and expenses incurred in pursuing the remedies provided hereunder, including, but not limited to, reasonable attorneys' fees.

If a non-monetary default is not reasonably capable of being cured within thirty (30) days, the City, in its sole and absolute discretion, may grant the Trustor or the First Mortgage Lender such additional time as is reasonably necessary to cure the default provided that the Trustor or the First Mortgage Lender (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible.

Notwithstanding the cure periods established in this Section, in no event shall the City be precluded from sooner exercising any remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default or delinquency is given.

b. **Trustor's Right to Reinstate.** Notwithstanding City's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (a) Trustor pays City all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Trustor pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, including, but not limited to, reasonable attorneys' fees;

Trustor cures all breaches of any other covenants or agreements of Trustor set forth in the Affordable Housing Resale Restrictions and this Deed of Trust; and (d) Trustor takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Property and Trustor's obligation to pay the sums and perform the obligations secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

c. **Sale.** After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Trustor, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Trustor, Trustee or the City, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee, Trustee shall apply the proceeds of sale to the payment of the indebtedness hereby secured, including without limitation the indebtedness evidenced by the Note, any advances made or costs or expenses paid or incurred by City under this Deed of Trust, any indebtedness evidenced by any other instrument hereby

secured, and all other sums then secured hereby, including without limitation, interest as provided in the Note and the Affordable Housing Resale Restrictions, in such order as the City shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

16. Remedies Cumulative; No Waiver. No exercise of any right or remedy by the City or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay or forbearance by the City or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof in any continued or subsequent default hereunder. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively. No sale of the Property, forbearance on the part of City, or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Trustor either in whole or in part.

17. Indemnity. Trustor agrees to defend, indemnify, and hold the Santa Ana, and its elected and appointed officers, officials, employees, and agents harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that they may incur as a direct or indirect consequence of: (i) Trustor's failure to perform any obligations as and when required by the Note, the Affordable Housing Resale Restrictions, or this Deed of Trust; or (ii) the failure at any time of any of Trustor's representations or warranties herein or in the Affordable Housing Resale Restrictions or the Note to be true and correct.

18. Due on Transfer of the Property. If the Trustor sells, conveys, assigns, transfers, alienates, or otherwise disposes of its interest in the Property, either voluntarily or involuntarily or by operation of law, in part or in full, in violation of the Affordable Housing Resale Restrictions, the City may, at its option, require immediate payment in full of all sums due under the Note.

19. Reconveyance. Upon payment of all sums and satisfaction of all obligations secured by this Deed of Trust, including without limitation, payment of the City Equity Share as defined in the Affordable Housing Resale Restrictions, and upon the expiration or termination of the Affordable Housing Resale Restrictions, the City will provide a written request to the Trustee to reconvey the Security and will surrender this Deed of Trust and the Note to Trustee. The Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

20. Trustee Substitution. The City, at its option and without prior notice, may from time to time, by written instrument, remove the Trustee and appoint a successor trustee pursuant to a written instrument executed by City and duly acknowledged and recorded in the Official Records of Orange. Such instrument shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all the title, estate, power and duties conferred upon the Trustee herein and by applicable law. Such instrument shall set forth the name of the Trustor, the original Trustee and the Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee.

21. City's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) City may in its sole discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness, (ii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the City, may reconvey all or any part of the Property, consent to the making of any map or plot of the Land, join in granting any easement thereon, or join in any extension agreement of any agreement subordinating the lien or charge hereof.

22. Subordination. Absent the prior written consent of City, this Deed of Trust shall not be subordinated to any other deed of trust or encumbrance on the Property, except a First Lien, as allowed by the Affordable Housing Resale Restrictions.

23. Request for Notice. City requests that copies of any notice of default and notice of sale affecting the Property be sent to City at its address set forth herein. City shall record a Request for Notice of Default and Sale.

24. Notices. All notices, requests, demands, reports or other communications regarding this Deed of Trust shall be in writing and delivered: (i) personally; or (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, and addressed as follows, or to such other address as specified in written notice delivered to the parties pursuant to this Section:

To Trustor: At the Property address.

To City: City of Santa Ana
20 Civic Center Plaza (M-30)
Santa Ana, CA 92702
Attn: City Clerk

Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of delivery thereof.

25. Successors Bound. The terms of this Deed of Trust shall be binding upon the Trustor and the Trustor's heirs, legatees, devisees, administrators, executors, successors and assigns.

26. Attorneys' Fees and Costs. If any legal action is filed to enforce or interpret this Deed of Trust, or the interpretation or enforcement thereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses incurred therein.

27. **No Waiver.** Any waiver of any term or provision of this Deed of Trust must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Deed of Trust or applicable law. No failure or delay by City at any time to require strict performance of any provision of this Deed of Trust or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

28. **No Third-Party Beneficiaries.** This Deed of Trust shall not benefit or be enforceable by any person or entity except the City, the Trustee, and the Trustor and their respective successors and assigns.

29. **Entire Agreement.** This Deed of Trust, together with the Affordable Housing Resale Restrictions and the Note, sets forth the entire understanding between Trustor and the City with respect to the subject matter hereof. Any previous representations, warranties, agreements, and understandings among the parties regarding the subject matter of the Affordable Housing Resale Restrictions, this Deed of Trust and Note whether written or oral, are superseded by the terms of the Affordable Housing Resale Restrictions, the Note and this Deed of Trust.

30. **Amendments.** This Deed of Trust shall not be amended except by a written instrument duly executed by Trustor and Beneficiary and recorded in the Official Records of Orange.

31. **Severability.** If any provision of this Deed of Trust shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed of Trust shall not be affected or impaired thereby.

32. **Controlling Law and Venue.** The terms of this Deed of Trust shall be interpreted under the laws of the State of California without regard to principles of conflicts of law. This Deed of Trust was entered into and is to be performed in the County of Orange, which is the exclusive venue for any action or dispute arising out of this Deed of Trust.

33. **Captions and Gender.** All captions and headings in this Deed of Trust are for the purposes of reference and convenience and shall be disregarded for all other purposes, including the construction or enforcement of any of provisions thereof. Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

34. **Joint and Several.** The obligations of each signatory to this Deed of Trust shall be joint and several.

35. **Time of the Essence.** Time is of the essence with regard to all matters contained in this Deed of Trust.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR:

By: _____

Print Name: _____

By: _____

Print Name: _____

(Signatures must be acknowledged by notary)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California County of Orange} ss.

On _____, 20____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature/s on the instrument the person/s, or the entity upon behalf of which the person/s acted, executed the instrument.

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

WITNESS my hand and official seal Signature of Notary Public

EXHIBIT 1 OF DEED OF TRUST

LEGAL DESCRIPTION

DRAFT

EXHIBIT E

INCOME VERIFICATION FORM

Affordable Unit Address: _____

Head of Household (Print Name): _____

Current Address (if
different from above): _____

Telephone Number: Home: _____ Work: _____ Cell: _____

Email address: _____ _____ _____

Date of Birth: _____ Social Security # or TIN: _____

Household Composition				
List All Household Members Living in the Affordable Unit				
Name	Sex	Age	Dependent (Y/N)	Social Security # or Taxpayer ID #

List additional household members on a separate sheet of paper.

INCOME VERIFICATION FORM

Monthly Gross Income *

List All Sources of Income of All Household Members Living in the Affordable Unit

Part 1: Earned Income

		Head of Household	Other Household Members	Total
1.	Gross wages, before payroll deductions and including overtime pay, commissions, fees, tips and bonuses.	\$	\$	\$
2.	Net income from self employment, independent contractor work or a business.	\$	\$	\$
3.	Social security and any payments from annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically.	\$	\$	\$
4.	Payment in lieu of earnings, such as unemployment, disability compensation, worker's compensation and severance pay.	\$	\$	\$
5.	Public assistance, welfare payments	\$	\$	\$
6.	Alimony, child support, other periodic allowances	\$	\$	\$
7.	Regular pay, special pay and allowances of members of the Armed Forces	\$	\$	\$
8.	Other	\$	\$	\$
Subtotal: Monthly Earned Income				\$
Total Monthly Earned Income x 12 = \$ _____ Total Annual Household Gross Earned Income				

INCOME VERIFICATION FORM

Monthly Gross Income *

List All Sources of Income of All Household Members Living in the Affordable Unit

Part 2: Investment Income

		Head of Household	Other Adult Household Members	Total Household Investment Income
1.	Interest paid on Bank and Savings accounts	\$	\$	\$
2.	Dividends and other payments from stocks and bonds	\$	\$	\$
3.	Income from real property (i.e. rental property)	\$	\$	\$
4.	Other (describe)	\$	\$	\$
Subtotal: Monthly Investment Income:				\$
Total Monthly Investment Income x 12 = \$ _____ Total Annual Household Investment Income				

*Note: The following items are not considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments, capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; special pay to a serviceman head of family away from home and under hostile fire; relocation payments under federal, state or local law; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

INCOME VERIFICATION FORM

Assets **

List the Current Value of All Assets of All Household Members Living in the Affordable Unit

If the Asset generates income, that income must be specified In Part 2 above

		Head of Household Value	Other Adult Household Members Value	Total Value of Assets
1.	Bank and Savings accounts	\$	\$	\$
2.	Stocks and bonds	\$	\$	\$
3.	Real property (i.e. rental property)	\$	\$	\$
4.	Other (describe)	\$	\$	\$
Total Asset Value \$ _____				

****Note:** Necessary items, such as furniture and automobiles, used for personal use are excluded from household assets. Collections of items for hobby, investment or business purposes must be included in household assets. If the total value of household assets exceeds \$5,000, the calculation of the household's annual income shall include the greater of the actual amount of income, if any, derived from all of the household assets; or 10% of the total value of the assets.

INCOME VERIFICATION FORM

If the total asset value exceeds \$5,000, perform the calculations in the following table. If the total asset value is less than \$5,000, the amount of investment income to be included in annual household income is \$0.

Calculation of Investment Income to be Included in Annual Household Income			
1.	Total Annual Household Investment Income		\$
2.	Total Asset Value	\$	x 10%
The Greater of #1 or #2 = Investment Income to be Included in Annual Household Income \$ _____			

Calculation of the Household's Total Annual Income	
Total Annual Household Gross Earned Income	\$
Total Investment Income to be Included in Annual Household Income	\$
Total Household Income	\$

Documentation Attach True Copies of the Relevant Documents Listed Below	
Paycheck stubs from three most recent pay periods	Bank/Savings account verification
Employment verification	Self-employment verification
Three years Income tax returns for Title Holders	Unemployment verification
Social security verification	Welfare verification
Alimony/child support verification	Disability income verification
Other (Describe) _____	

AFFIDAVIT

This Affidavit is made with the knowledge that it will be relied upon by _____ and the City of Santa Ana to determine maximum income for eligibility to purchase the Affordable Unit listed above. (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and based upon such investigation as (I/we) deemed necessary.

(I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) purchase agreement and will additionally enable the seller to terminate the purchase contract and sell the Affordable Unit to another party.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct and that this affidavit has been executed as of the date specified below by each adult member of the household which intends to occupy an Affordable Unit located at _____, Santa Ana, California.

Signature

Date

Printed Name

Executed at _____, Santa Ana, California

Signature

Date

Printed Name

Executed at _____, Santa Ana, California

EXHIBIT F

CERTIFICATION OF CONTINUED OCCUPANCY

Date:

Owner(s) Name:

Address: Santa Ana, CA

We are the Owners of an Inclusionary Unit that was produced under the requirements of the City of Santa Ana Inclusionary Housing Ordinance. We understand and agree that the Inclusionary Unit must be used as our Primary Residence and for no other purpose.

By this Certification, we declare under penalty of perjury that:

1. We currently occupy the Inclusionary Unit; and
2. We have occupied the Inclusionary Unit for at least ten (10) out of the past twelve (12) months; and
3. We have not used the Inclusionary Unit for any other purpose than as our Primary Residence; and
4. We are not renting or leasing any part of the Inclusionary Unit to another party.

We have attached true and accurate copies of two utility bills or other documentation evidencing our continued occupancy of the Inclusionary Unit.

We acknowledge that any intentional or negligent misrepresentation in this Certification may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment, or both, and liability for monetary damages under the provisions of Title 18, United States Code, Section 100.1, et seq.

Signed: _____

Signed: _____

EXHIBIT G

**FORM OF NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF
PROPERTY**

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, California 92702
Attention: City Clerk

*Free Recording pursuant to
Government Code 6103 & 27383*

**NOTICE OF AFFORDABILITY RESTRICTIONS ON
TRANSFER OF PROPERTY**

This Notice of Affordability Restrictions on Transfer of Property (or "Notice of Affordability Restrictions") is executed and recorded pursuant to the Density Bonus Housing Agreement With Declaration of Covenants, Conditions, and Restrictions (the "Density Bonus Agreement"), recorded on or about _____, 202_, in the Official Records of Orange County, against that certain real property generally located at _____ (APN: _____) in the City of Santa Ana, California ("City") as legally described in Exhibit 1 hereto ("Property"). The City of Santa Ana, a municipal corporation ("City"), and _____ (collectively "Homebuyer") have entered into that certain Affordable Housing Resale Restrictions, Equity Sharing, and Regulatory Agreement, dated concurrently herewith ("Affordable Housing Resale Restrictions").

1. The Affordable Housing Resale Restrictions provides for affordability restrictions and restrictions on the transfer of the Property, as more particularly set forth in the Affordable Housing Resale Restrictions. A copy of the Affordable Housing Resale Restrictions is on file with City as a public record and is deemed incorporated herein. Reference is made to the Affordable Housing Resale Restrictions with regard to the complete text of the provisions of such agreement and all defined terms therein, which provides for affordability restrictions and restrictions on the transfer of the Property.

2. The Affordable Housing Resale Restrictions contains restrictions on the sale of the Property and an equity sharing agreement for Homebuyer to pay to the City certain proceeds from the sale of the Property upon the expiration of the Affordability Term for the Property.

2. The Affordable Housing Resale Restrictions contains restrictions on the sale of the Property and an equity sharing agreement for Homebuyer to pay to the City certain proceeds from the sale of the Property upon the expiration of the Affordability Term for the Property.

(A) For a period commencing upon the date on which the Property receives a Certificate of Occupancy, which occurred on [DATE], and terminating on the date that is ten (10) years later (the "Affordability Term"), the Property may only be transferred to another eligible, qualified Moderate Income Household, at an Affordable Sales Price; such restrictions are set forth at greater length in the Density Bonus Agreement and the Affordable Housing Resale Restrictions.

(B) Upon expiration of the Affordability Term, the City is entitled to an amount of the proceeds from any Transfer that is equal to the City Equity Share, which is secured by the City Deed of Trust. The City Equity Share is based on the following: (i) an amount equal to the difference between the fair market value of the Affordable Unit at the time of the initial purchase and the Affordable Sales Price (the "Initial Subsidy"), plus (ii) an amount equal to the product of (1) the appreciation of the Affordable Unit, as measured by the increase in the fair market value of the Affordable Unit at the time of the sale to the Homebuyer and the resale of the Affordable Unit, and (2) the percentage that the initial subsidy represented of the fair market value of the Affordable Unit when it was purchased by the Homebuyer (the "Proportionate Share of Appreciation"). The City Deed of Trust will not be released as an interest in the Property or otherwise reconveyed unless and until the City is paid the City Equity Share in accordance with the Affordable Housing Resale Restrictions.

3. Prior to a transfer of the Property, Homebuyer must comply with requirements of the Affordable Housing Resale Restrictions, including but not limited to the following requirements of Section 5:

a. **Notice to City.** Homebuyer shall send the Notice of Intent to Transfer to City pursuant to Section of the Affordable Housing Resale Restrictions.

b. **Qualification of Proposed Transferee.** During the Affordability Term, the proposed Transferee shall provide City with sufficient information in the form provided by City including without limitation, a certification as to the income and family size of the proposed Transferee, for City to determine if the proposed Transferee is a Moderate Income Household, and the proposed Affordable Sales Price.

c. **Certificates from Parties.** During the Affordability Term, Homebuyer and proposed Transferee each shall certify in writing, in a form acceptable to City, that the Transfer shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by City and that all consideration delivered by the proposed Transferee to owner has been fully disclosed to City. The written certificate shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certificate submitted to City for its approval of the Transfer, City shall have the right to file an action at law or in equity to make the

parties terminate and/or rescind the sales contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final as between Homebuyer and Transferee.

d. Written Consent of City Required Before Transfer. During the Affordability Term, the purchase sale agreement or other contract for Transfer of the Property, and the Income Verification Form, shall be provided to the City, which shall have at least thirty (30) days to review. The Property, and any interest therein, shall not be conveyed by any Transfer except with the express written consent of City, which consent shall be given only if the Transfer is in accordance with the provisions of this Agreement. The Property, and any interest therein, shall not be conveyed by any Transfer except with the express written consent of City, which consent shall be given only if the Transfer is in accordance with the provisions of the Affordable Housing Resale Restrictions.

e. Notice of Prohibited Transfer. Within thirty (30) days after receiving all information required by the Affordable Housing Resale Restrictions, the City shall determine and give notice to Homebuyer as to whether the City consents to the Transfer as a Permitted Transfer, or if the City determines the proposed Transfer is a Prohibited Transfer. Any attempt to Transfer the Property without the City's written approval, or after the City has given notice of a Prohibited Transfer, shall be a Default of this Agreement, and the City may apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or Transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

f. Delivery of Documents. Upon the close of the proposed Transfer, Homebuyer and Transferee, as applicable, shall provide the City with a copy of the final sales contract, settlement statement, escrow instructions, all required certificates, and any other documents City may request.”

8. The Affordable Housing Resale Restrictions and the Density Bonus agreement both remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

10. Capitalized terms shall have the meaning established under the Density Bonus Agreement or the Affordable Housing Resale Restrictions (including all Attachments or Exhibits thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

11. Persons having questions regarding this Notice of Affordability Restrictions, the Affordable Housing Resale Restrictions or the Density Bonus Agreement should contact City to obtain copies.

HOMEBUYER:

By: _____

By: _____

(Signatures must be acknowledged by notary)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California County of Orange} ss.

On _____, 20____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature/s on the instrument the person/s, or the entity upon behalf of which the person/s acted, executed the instrument.

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

WITNESS my hand and official seal Signature of Notary Public

EXHIBIT 1 TO NOTICE OF AFFORDABILITY RESTRICTIONS

LEGAL DESCRIPTION

Exhibit H

FORM OF REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, California 92702
Attention: City Clerk

*Free Recording pursuant to
Government Code 6103 & 27383*

REQUEST FOR NOTICE UNDER CIVIL CODE SECTION 2924B

In accordance with California Civil Code Section 2924b request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deeds of Trust recorded as Instrument Nos. _____, _____, and _____ on _____ in the Official Records of County of Orange, California, _____ and describing land therein as:

[See Exhibit 1 attached hereto]

executed by _____, as Trustor/Borrower, in which the City of Santa Ana is named as Beneficiary and Trustee, be mailed to: City of Santa Ana, 20 Civic Center Plaza (M-30) P.O. Box 1988, Santa Ana, CA 92702, Attention: City Clerk.

[Signature on next page]

ATTEST:

CITY OF SANTA ANA

Jennifer Hall
City Clerk

Alvaro Nuñez
City Manager

APPROVED AS TO FORM:

By: [NAME]
City Attorney

EXHIBIT 1 TO REQUEST FOR DEFAULT

LEGAL DESCRIPTION

Exhibit I
AFFORDABLE SALES PRICE

Income criteria used to determine affordable sales price and affordable housing cost are based on standards imposed by the Ordinance and California Health and Safety Code Sections 50093 and 50052.5.

Certain assumptions are used in calculating both the Affordable housing cost and the Affordable Sales Price for the Affordable Units in this Project.

Affordable housing costs include reasonable costs associated with owning a housing unit. These include:

- Principal and interest payments for the Affordable Unit with a 10% down payment
- Private mortgage insurance (if applicable)
- Property taxes and assessments
- Homeowner's insurance
- A reasonable allowance for utilities
- A reasonable allowance for unit maintenance; and
- Homeowners maintenance association dues (HOA)

The maximum Affordable Sales Price for an Affordable Unit is the total sales prices a typical Moderate Income Household (up to 120% of median income), adjusted for the household size appropriate for the unit size, can afford to pay for housing. Accordingly, the Affordable Sales Price for the Affordable Units in this Project will be as set forth below unless the Household income of the Moderate Income Household exceeds 110% of Area Median Income adjusted for household size, in which case the Affordable Sales Price shall be recalculated in accordance with California Health and Safety Code ("HSC") Section 50052.5 and the actual income of the Homebuyer to calculate the Affordable Sales Price for that Homebuyer. Affordable Sales Price shall be recalculated quarterly and upon annual release of AMI for Orange County by HCD, in accordance with HSC Section 50052.5. Further, the calculation of the Affordable Sales Price will be based on actual unrestricted rate price estimates, the percentage of income allocated to housing pursuant to Health and Safety Code § 50052.5, actual homeowner's association dues, utility costs (based on similar projects) and a commercially reasonable interest rate at the time the Homebuyer enters into a Residential Purchase Agreement with Developer, or its successor in interest. In the event that the actual interest rate available for the Supportable Mortgage is less than the interest rate set forth herein, Developer may elect to recalculate Affordable Sales Price based on actual interest rate.

The sale price below is based on a target income level established by Health and Safety Code Section 50052.5, not the income of the actual Homebuyer, except in the case of Homebuyers whose income exceeds 110% of area median income. The household size adjustment that is used in determining the income limit for the purpose of setting the maximum Affordable Sales Price is based on the number of bedrooms in the unit, not the size of the specific Homebuyer's household. These criteria are based on the California Health and Safety Code and allow the Affordable Sales

Price to be set in advance of identifying a specific buyer. The Affordable Sales Price for each Affordable Unit is determined by using three-bedroom unit and presumed household size of four and by using four-bedroom unit and presumed household size of five.

AFFORDABLE SALES PRICE CALCULATIONS
JANUARY 1 - MARCH 31, 2025
AHOCO CALCULATIONS: 2024 INCOME STANDARDS
ORANGE COUNTY, CALIFORNIA

II. Moderate Income: 120% HCD Median Income - 30% of Income Allotted to Housing Expenses

	1-Bdrm	2-Bdrm	3-Bdrm	4-Bdrm
A. <u>Income</u>				
Benchmark Household Size	2	3	4	5
Household Income	\$123,840	\$139,320	\$154,800	\$167,160
% of Income Allocated to Housing	30%	30%	30%	30%
Income Allotted to Housing	\$37,150	\$41,800	\$46,440	\$50,150
B. <u>Ongoing Expenses</u>				
Utility Allowances ¹	\$2,592	\$3,396	\$4,296	\$5,268
HOA/Insurance/Maintenance	2,100	2,400	2,700	3,000
Property Taxes @ 1.16% of Affordable Price	4,220	4,681	5,128	5,445
Total Expenses	\$8,912	\$10,477	\$12,124	\$13,713
C. Income Available for Mortgage	\$28,238	\$31,323	\$34,316	\$36,437
D. <u>Affordable Housing Price</u>				
Supportable Mtg @ 7.23% Interest ²	\$345,800	\$383,300	\$420,000	\$445,900
Home Buyer Down Pymt @ 5% Affordable Price	18,200	20,200	22,100	23,500
Maximum Purchase Price	\$363,800	\$403,500	\$442,100	\$469,400

¹ Based on the Orange County Housing Authority utilities allowances effective as of 10/1/24. Assumes: Electric Cooking; Electric Heating; Electric Water Heater; Basic Electric; Air Conditioning; Water; Sewer; and Trash.

² Based on a 50 basis points premium applied to the Freddie Mac monthly average, between February 2024 and January 2025 for a fixed interest rate mortgage loan with a 30-year amortization period..

EXHIBIT 12

The Santa Ana - 9 Project Sunshine Ordinance Meeting Materials may be accessed at:

<https://www.santa-ana.org/cityventures-mu-development/>

ORANGE COUNTY REPORTER

~SINCE 1921~

Mailing Address : 600 W SANTA ANA BLVD STE 812, SANTA ANA, CA 92701
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Visit us @ www.LegalAdstore.com

NUVIA OCAMPO
CITY OF SANTA ANA/PLANNING & BUILDING AGENCY
20 CIVIC CENTER PLAZA 2ND FLR
SANTA ANA, CA 92702

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description
125 S Harbor Blvd

To the right is a copy of the notice you sent to us for publication in the ORANGE COUNTY REPORTER. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

04/18/2025

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

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THE DAILY TRANSCRIPT, SAN DIEGO	(619) 232-3486
THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747

OR# 3915533

NOTICE OF PUBLIC HEARING BEFORE THE SANTA ANA PLANNING COMMISSION

The City of Santa Ana encourages the public to participate in the decision-making process. We encourage you to contact us prior to the Public Hearing if you have any questions.

Planning Commission Action: The Planning Commission will hold a Public Hearing to receive public testimony and will take action on the item described below. Decision on this matter will be final unless appealed pursuant to Article V of Chapter 41 of the Santa Ana Municipal Code within 10 calendar days of the decision by any interested party or group.

Project Location: 125 and 205 South Harbor Boulevard located within the Harbor Mixed-Used Transit Corridor Specific Plan (SP2) zoning district.

Project Applicant: Kim Prijatel with City Ventures Homebuilding, LLC. (Applicant) representing John Rezvani of 205 S Harbor Plaza, LLC (Property Owner)

Proposed Project: Applicant is requesting approval of Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) and Density Bonus Agreement No. 2025-02 to construct a three-story townhouse development for the above-mentioned properties. The development will include four units affordable to moderate-income households earning 80-120 percent of the area median income (AMI). The project will utilize waivers and a concession from development standards through the density bonus agreement pursuant to California Government Code sections 65915 through 65918 and Santa Ana Municipal Code Section 41-1600 through 41-1607.

Environmental Impact: Pursuant to the California Environmental Quality Act (CEQA), the project is within the scope of the 2014 Harbor Boulevard Mixed-Use Transit Corridor Plan Environmental Impact Report (EIR) (SCH No. 2013-061027). The project is exempt from further review pursuant to Section 15195 (Residential Infill Exemption), as this project meets all the thresholds criteria set forth in Section 15192 (Threshold Requirements for Exemptions). Based on this analysis, a Notice of Exemption, Environmental Review No. 2024-80, will be filed for this project.

Meeting Details: This matter will be heard on **Monday, April 28, 2025, at 5:30 p.m.** in the City Council Chambers, 22 Civic Center Plaza, Santa Ana, CA 92701.

Members of the public may attend this meeting in person or join via Zoom. For the most up-to-date information on how to participate virtually in this meeting, please visit <https://www.santa-ana.org/planning-and-building-meeting-participation/>.

Written Comments: If you are unable to participate in the meeting, you may send written comments by e-mail to PBAAComments@santa-ana.org (reference the Agenda Item # in the subject line) or by mail to Nuvia Ocampo, Recording Secretary, City of Santa Ana, 20 Civic Center Plaza - M20, Santa Ana, CA 92701. Deadline to submit written comments is **3:30 p.m.** on the day of the meeting. Comments received after the deadline may not be distributed to the Commission but will be made part of the record.

Where To Get More Information: Additional details regarding the proposed action(s), including the full text of the

discretionary item, may be found on the City website 72 hours prior to the public hearing at <https://santa-ana.primegov.com/public/portal>.

Who To Contact For Questions: Should you have any project questions, please contact case planner Nancy Tran with the Planning Division by phone at (714) 667-2740 or by email at NTran5@santa-ana.org.

Note: If you challenge the decision on the above matter, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission or City Council of the City of Santa Ana at, or prior to, the public hearing.

Si tiene preguntas en español, favor de llamar a Nuvia Ocampo (714) 667-2732. Nếu cần liên lạc bằng tiếng Việt, xin điện thoại cho Kristie Ha (714) 667-2206.

4/18/25

OR-3915533#



* A 0 0 0 0 7 0 7 1 8 4 7 *



CITY OF SANTA ANA Planning and Building Agency

20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org/pba

NOTICE OF PUBLIC HEARING BEFORE THE SANTA ANA PLANNING COMMISSION

The City of Santa Ana encourages the public to participate in the decision-making process. This notice is being sent to those who live or own property within 1000 feet of the project site or who have expressed an interest in the proposed action. We encourage you to contact us prior to the Public Hearing if you have any questions.

Planning Commission Action: The Planning Commission will hold a Public Hearing to receive public testimony and will take action on the item described below. Decision on this matter will be final unless appealed pursuant to Article V of Chapter 41 of the Santa Ana Municipal Code within 10 calendar days of the decision by any interested party or group.

Project Location: 125 and 205 South Harbor Boulevard located within the Harbor Mixed-Used Transit Corridor Specific Plan (SP2) zoning district.

Project Applicant: Kim Prijatel with City Ventures Homebuilding, LLC. (Applicant) representing John Rezvani of 205 S Harbor Plaza, LLC (Property Owner)

Proposed Project: Applicant is requesting approval of Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) and Density Bonus Agreement No. 2025-02 to construct a three-story townhouse development for the above-mentioned properties. The development will include four units affordable to moderate-income households earning 80-120 percent of the area median income (AMI). The project will utilize waivers and a concession from development standards through the density bonus agreement pursuant to California Government Code sections 65915 through 65918 and Santa Ana Municipal Code Section 41-1600 through 41-1607.

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Written Comments: If you are unable to participate in the meeting, you may send written comments by e-mail to PBAComments@santa-ana.org (reference the Agenda Item # in the subject line) or by mail to Nuvia Ocampo, Recording Secretary, City of Santa Ana, 20 Civic Center Plaza – M20, Santa Ana, CA 92701. Deadline to submit written comments is **3:30 p.m.** on the day of the meeting. Comments received after the deadline may not be distributed to the Commission but will be made part of the record.

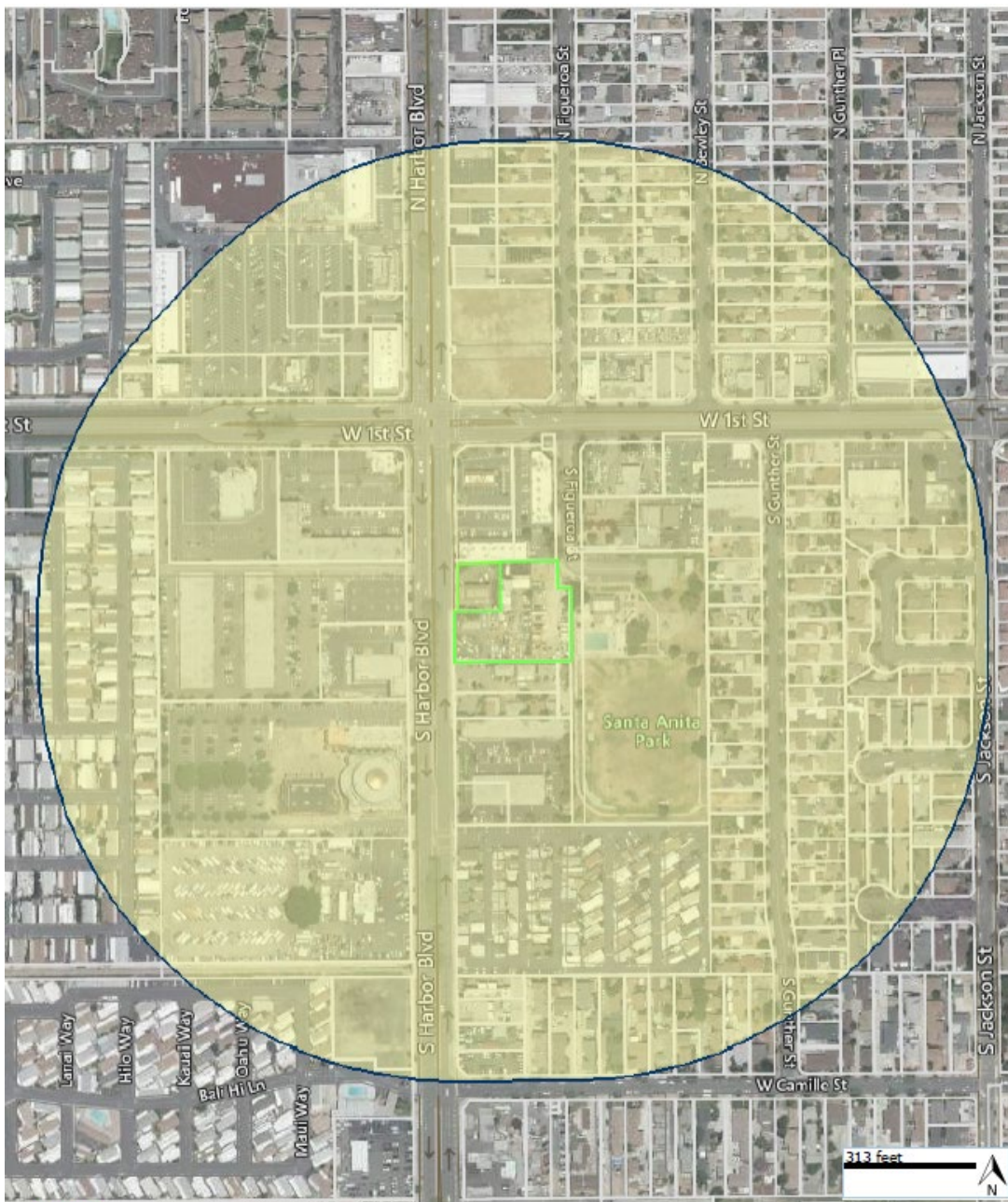
Where To Get More Information: Additional details regarding the proposed action(s), including the full text of the discretionary item, may be found on the City website 72 hours prior to the public hearing at <https://santa-ana.primegov.com/public/portal>.

Who To Contact For Questions: Should you have any project questions, please contact case planner Nancy Tran with the Planning Division by phone at (714) 667-2740 or by email at NTran5@santa-ana.org.

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**Si tiene preguntas en español, favor de llamar a Nuvia Ocampo (714) 667-2732.
Nếu cần liên lạc bằng tiếng Việt, xin điện thoại cho Kristie Ha (714) 667-2206.**

1000' RADIUS NOTIFICATION MAP



**125 and 205 South Harbor Boulevard
1,000 Sq. Ft. Buffer Map**

125

NOTICE OF PUBLIC HEARING BEFORE THE SANTA ANA PLANNING COMMISSION

The City of Santa Ana encourages the public to participate in the decision-making process. This notice is being sent to those who live or own property within 1000 feet of the project site or who have expressed an interest in the proposed action. We encourage you to contact us prior to the Public Hearing if you have any questions.

Planning Commission Action: The Planning Commission will hold a Public Hearing to receive public testimony and will take action on the item described below. Decision on this matter will be final unless appealed pursuant to Article V of Chapter 41 of the Santa Ana Municipal Code within 10 calendar days of the decision by any interested party or group.

Project Location: 125 and 205 South Harbor Boulevard located within the Harbor Mixed-Used Transit Corridor Specific Plan (SP2) zoning district.

Project Applicant: Kim Prijatel with City Ventures Homebuilding, LLC. (Applicant) representing John Rezvani of 205 S Harbor Plaza, LLC (Property Owner)

Proposed Project: Applicant is requesting approval of Vesting Tentative Tract Map No. 2025-02 (County Map No. 19329) and Density Bonus Agreement No. 2025-02 to construct a three-story townhouse development for the above-mentioned properties. The development will include four units affordable to moderate-income households earning 80-120 percent of the area median income (AMI). The project will utilize waivers and a concession from development standards through the density bonus agreement pursuant to California Government Code sections 65915 through 65918 and Santa Ana Municipal Code Section 41-1600 through 41-1607.

Environmental Impact: Pursuant to the California Environmental Quality Act (CEQA), the project is within the scope of the 2014 Harbor Boulevard Mixed-Use Transit Corridor Plan Environmental Impact Report (EIR) (SCH No. 2013-061027). The project is exempt from further review pursuant to Section 15195 (Residential Infill Exemption), as this project meets all the thresholds criteria set forth in Section 15192 (Threshold Requirements for Exemptions). Based on this analysis, a Notice of Exemption, Environmental Review No. 2024-80, will be filed for this project.

Meeting Details: This matter will be heard on **Monday, April 28, 2025, at 5:30 p.m.** in the City Council Chambers, 22 Civic Center Plaza, Santa Ana, CA 92701. **Members of the public may attend this meeting in person or join via Zoom.** For the most up-to-date information on how to participate virtually in this meeting, please visit <https://www.santa-ana.org/planning-and-building-meeting-participation/>.

Written Comments: If you are unable to participate in the meeting, you may send written comments by e-mail to PBACComments@santa-ana.org (reference the Agenda Item # in the subject line) or by mail to Nuvia Ocampo, Recording Secretary, City of Santa Ana, 20 Civic Center Plaza – M20, Santa Ana, CA 92701. Deadline to submit written comments is **3:30 p.m.** on the day of the meeting. Comments received after the deadline may not be distributed to the Commission but will be made part of the record.

Where To Get More Information: Additional details regarding the proposed action(s), including the full text of the discretionary item, may be found on the City website 72 hours prior to the public hearing at <https://santa-ana.primegov.com/public/portal>.

Who To Contact For Questions: Should you have any project questions, please contact case planner Nancy Tran with the Planning Division by phone at (714) 667-2740 or by email at NTran5@santa-ana.org.

Note: If you challenge the decision on the above matter, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission or City Council of the City of Santa Ana at, or prior to, the public hearing.

Si tiene preguntas en español, favor de llamar a Nuvia Ocampo (714) 667-2732.

Nếu cần liên lạc bằng tiếng Việt, xin điện thoại cho Kristie Ha (714) 667-2206.



NOTICE OF PUBLIC RECORDS
REMOVED THE SAFETY AND
FURNISHED INFORMATION

