

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

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

*Free Recording pursuant to
Government Code 27383*

DENSITY BONUS HOUSING AGREEMENT

This DENSITY BONUS HOUSING AGREEMENT (“Agreement”), made and entered into this 21st day of June, 2022, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California (“City”), and North Broadway Housing Partners LP, a California limited partnership (“Developer”). City and Developer are sometimes referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. On or about March 10, 2022, JHC-Acquisitions LLC, a California limited liability company (“JHC-Acquisitions”) and WISEPlace, a California nonprofit corporation (“Property Owner”), entered into that certain Option to Lease (the “Option Agreement”), pursuant to which the Property Owner granted to JHC-Acquisitions an option to ground lease that certain property located within the City of Santa Ana, County of Orange, State of California, commonly known as 1411 N. Broadway Avenue, Santa Ana, California, 92706, and legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference as if set forth in full (“Property”).

B. Each of Developer and JHC-Acquisitions is an affiliate of Jamboree Housing Corporation, a California nonprofit public benefit corporation. Developer and the Property Owner intend for (i) Developer to assume from JHC-Acquisitions all of JHC-Acquisitions’ rights and obligations under the Option to Lease, and pursuant thereto to ground lease the Property from Property Owner, and (ii) the Property Owner to become a non-managing member of the limited liability company that serves as Developer’s managing general partner.

C. Developer is proposing to develop an affordable rental residential community consisting of forty-eight (48) units with forty-seven (47) units of permanent supportive housing for homeless individuals and 6,500 square feet of community space and common areas on the Property, as more particularly set forth in Density Bonus Application No. DBA-2022-1 (“Project”).

D. 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 guarantee that a portion of their residential development will be available to low income, very-low income, or senior (also known as “qualified”) households. 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 for very-low income, low income and senior households throughout the city.

E. The Project is proposing a total number of forty-eight (48) residential units, including forty-seven (47) units for extremely-low income households and one manager’s unit. The Project will provide 20 total onsite parking spaces or 0.42 spaces per unit. No parking concession is requested or provided.

F. The Project complies with the affordable housing requirements set forth in the State Density Bonus Law and City Density Bonus for Affordable Housing. For purposes of this Agreement, the Project shall be the “housing development” as defined in the State Density Bonus Law.

G. 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)(B), the City has determined to grant Developer’s application for one concession and one waiver.

H. 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 waiver 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 **"Adjusted for family size appropriate to the unit"** shall have the meaning set forth by Health and Safety Code Section 50052.5(h).

1.1.2 **"Affordable Rent"** means the maximum Monthly Rent that may be charged to and paid by an Eligible Household for the Affordable Units, as required by the terms of this Agreement. The Affordable Rent shall be adjusted to reflect a reasonable utilities allowance for utilities paid by the household using the Santa Ana Housing Authority Multi-Family Housing Utility Allowance Schedule, and shall be updated no less than annually.

1.1.3 **"Affordable Rent Schedule"** means a rent schedule established as of the date of issuance of an occupancy permit (exclusive of tenant utility payments or security deposits) for the required number/percentage of the total number of units in the Project which are to be rented or available for rent to Extremely-Low Income Tenants. Said Affordable Rent Schedule shall be established at the time of the issuance of the occupancy permit ("Initial Rent Schedule") and shall be created in accordance with Health and Safety Code section 50053(b), and shall be updated no less than annually.

1.1.4 **"Affordable Units"** means forty-seven (47) units, which shall be comprised of forty-seven (47) studio units for Extremely-Low Income Tenants. Any change to the number or distribution of Affordable Units is subject to City Manager approval.

1.1.5 **"Agreement"** means this Density Bonus Housing Agreement.

1.1.7 **"City"** means the City of Santa Ana, California

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

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

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

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

1.1.12 **"Density Bonus Housing Agreement Term"** means the period during which this Agreement shall be in full force and effect, as provided for in Section 6 below.

1.1.14 **"Developer"** means North Broadway Housing Partners LP and its permitted successors and assigns to all or any part of the Property, Project or this Agreement.

1.1.15 **"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 4.1 herein.

1.1.16 **"Eligible Household"** means a Household whose income does not exceed the qualifying limit for an "Extremely-Low Income Tenant" as defined herein.

1.1.17 **"Extremely-Low Income Tenant"** means persons and families whose income does not exceed thirty (30%) of the area median income for the Orange County, California Primary Metropolitan Statistical Area ("PMSA"), adjusted for household size, as published by the California Department of Housing and Community Development ("HCD").

1.1.18 **"Household"** means all persons residing in a Unit.

1.1.19 **"Median Income"** means the Orange County, California area median income, adjusted for family size, as periodically published by HCD.

1.1.20 **"Monthly Rent"** means the total of monthly payments for: (a) use and occupancy of each Affordable Unit and land and facilities associated therewith; (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, application fees or credit check fees; (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or cable service, to the extent applicable and charged to tenant; and, (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer. In the event that certain utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent for that type of utility charge.

1.1.21 **"Project"** means that certain affordable residential development as more particularly described in Recital B and Section 2 of this Agreement.

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

1.1.23 **"State Density Bonus Law"** means Government Code sections 65915, et seq., as they exist on the Effective Date.

1.1.24 **"Unit"** means a residential dwelling unit within the Project to be constructed or caused to be constructed by Developer pursuant to this Agreement.

1.1.25 **"Unrestricted Units"** means the Units within the Project to be constructed or caused to be constructed by Developer to a Household without restriction.

1.1.26 **"Very-Low Income Tenant"** means persons and families whose income does not exceed fifty (50%) of the area median income for the Orange County, California PMSA, adjusted for household size, as published by HCD.

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** – Tenant Verification

1.2.3 **Exhibit C** – Annual Tenant Recertification

1.2.4 **Exhibit D** – Annual Rental Housing Compliance Report

1.2.5 **Exhibit E** – Notice of Affordability Restrictions on Transfer of Property

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 a forty-eight (48) unit rental residential community, with forty-seven (47) Affordable Units for Extremely Low Income Tenants.

2.2 Density Bonus. The Project Units are allowed under the City's Adaptive Reuse Ordinance. Therefore, no density bonus is required or provided.

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 No. DBA-2022-1 for the Project:

2.3.1 Onsite parking shall be provided in compliance with Government Code Section 65915(p)(4). No parking concession is requested or provided. Pursuant to the Project plans, the Developer is proposing to provide 20 total onsite parking spaces or 0.42 spaces per unit.

2.3.2 The permitted building height for this Project shall be increased in accordance with Government Code Section 65915(d)(2)(B), such that the maximum building height for this Project shall be 54 feet and 6 inches and four (4) stories.

2.3.3 Certain development standards for this Project shall be waived in accordance with Government Code Section 65915(d)(2)(B), such that all proposed utilities will be undergrounded with the exception of existing overhead power lines over the existing building along with the recorded Southern California Easement (to remain).

2.4 No Further Concessions, Incentives, or Waivers. Developer acknowledges and agrees that the concessions, incentives, and waivers set forth in section 2.3 above 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.

2.5 Unrestricted Units. The Project, for purposes of this Agreement, may have no more than one (1) Unrestricted Unit (i.e. – manager's unit) comprised of one (1) two-bedroom unit.

2.6 Affordable Units. The Project, for purposes of this Agreement, shall have no less than forty-eight (48) Units, which shall be comprised of forty-seven (47) studio units designated as Affordable Units pursuant to the terms and conditions of this Agreement. The Affordable Units shall be consistent with all applicable City approvals.

2.7 Minimum Development Standards for Affordable Units. The Affordable Units shall be constructed in accordance with all applicable City approvals.

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 with jurisdiction over the Property or Project. Upon securing any and all required 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. Any changes to the Project shall be reviewed by the City 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 sole 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 Local Sourcing Plan. Developer agrees to make a good faith effort to encourage contractors and suppliers to hire and procure locally, to the extent that it is cost effective and does not delay the overall project development schedule. Prior to issuance of a Building Permit, Developer shall develop and submit or cause the development and submittal to the Community Development Agency (the "CDA") a local sourcing plan for the Project targeting, to the extent commercially reasonable, the hiring of qualified workers, construction contractors, or the purchasing of goods locally within the City of Santa Ana. The plan must be reviewed and approved by the CDA which if not granted or denied within five (5) business days, shall be deemed approved (with such approval not to be unreasonably withheld, conditioned or delayed) and be implemented for the construction of the project prior to issuance of Building Permit.

2.11 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 4.1 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 - 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 Total Affordability Term. Each Affordable Unit shall be restricted to use and occupancy by an Eligible Household for a total period of no less than fifty-five (55) years ("Total Affordability Term"). The Total Affordability Term for an Affordable Unit shall commence on the date that the building in which the Affordable Unit is located receives all required occupancy permits from the City.

3.2 Memorializing Commencement of Total Affordability Term. Developer shall keep or cause to be kept detailed records of the commencement date of the Total Affordability Term for each Affordable Unit. 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 Total 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.

3.3.1 Extremely-Low Income Tenants. Subject to the terms of Section 5, Developer covenants that no less than forty-seven (47) Affordable Units in the Project shall at all times during the Density Bonus Housing Agreement Term be rented to, or held vacant and available for immediate occupancy by Extremely-Low Income Tenants, at an Affordable Rent.

4. OPERATION OF THE PROJECT BY DEVELOPER

4.1 Payment of Density Bonus Setup Fee. Prior to the Effective Date, Developer delivered payment to City of the required density bonus setup fee in the amount of one-eighth (1/8th) of one percent (1%) of the total estimated construction budget for the Project.

4.2 Recording of Documents. No later than 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. 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 the Project. It is the express intent and agreement between the Parties that this Agreement shall remain binding and enforceable against the Property, the Project, and the Units 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 Rental of Units. Upon the completion of construction of the Project and receipt by Developer of all required permits for the occupancy of the Units, Developer shall rent or cause to be rented each Affordable Unit for the Total Affordability Term for such Affordable Unit in accordance with the terms and conditions set forth in this Agreement, which provide among other terms and conditions for the rental of each Affordable Unit at an Affordable Rent to an Eligible Household for the Total Affordability Term.

4.3 Location of Affordable Units. During the Density Bonus Housing Agreement Term, the Affordable Units shall be dispersed throughout the Project in accordance with the terms and conditions set forth in this Agreement.

4.4 Occupancy Levels. The number of persons permitted to occupy each Affordable Unit shall not exceed two persons.

4.5 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. The Project shall at all times during the term of this Agreement be used as a rental supportive housing complex and none of the Affordable Units in the Project, nor shall the Property or any portion thereof, ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. All of the community facilities and any social programs provided to the Project's residents shall be available on an equal, nondiscriminatory basis to residents of all Units at the Project.

4.6 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, to the extent commercially reasonable. City, and any of its employees, agents, contractors or designees shall have the right to enter upon the Property at reasonable times following not less than -forty-eight (48) hours' prior written notice and in a reasonable manner to inspect the Project. If at any time Developer fails to maintain the Project or the Property in accordance with this Agreement and such condition is not corrected within seven (7) days after written notice from City with respect to debris and waste material, or within thirty (30) days after written notice from City with respect to general maintenance, landscaping and building improvements, unless Developer has initiated corrections and City has agreed to a reasonable amount of time to complete corrections, then City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Project or the Property and perform all acts and work necessary to protect, maintain, and preserve the Project and the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation

by City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to City upon demand. Notwithstanding the foregoing, City acknowledges and agrees that the priority of any such lien shall be deemed to be the date such lien is filed, and not the date this Agreement is recorded.

4.6.1 Property Maintenance Agreement. Subject to review and applicability by the Planning and Building Agency (the “PBA”), the CDA, the Public Works Agency (the “PWA”), and the City Attorney to ensure that the Property and all improvements located thereupon are properly maintained, Developer shall execute a maintenance agreement with the City of Santa Ana or Housing Authority, as applicable, prior to occupancy 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, requirement and restrictions as applicable, the proper storage and disposal of trash and debris, 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 Developer 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, except as set forth herein or 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 (provided, however, that City acknowledges and agrees that the priority of any such lien shall be deemed to be the date such lien is filed, and not the date this Agreement is recorded); and,

(h) The execution and recordation of the maintenance agreement shall be a condition precedent to the issuance of the Certification of Occupancy.

4.7 Management Plan. Prior to Certificate of Occupancy, Developer shall submit for the reasonable approval of City a “Management Plan” which sets forth in detail the property management duties, a tenant selection process in accordance with this Agreement, a security system (comprised of security cameras with audio voice down capability) and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations for the Property and manner of enforcement, a standard lease form, an operating budget, the identity and emergency contact information of the professional property management company to be contracted with to provide onsite property management services at the Property (“Property Manager”), and other matters relevant to the management of the Property. The Management Plan shall require Developer to adhere to a fair lease and grievance procedure. The management of the Property shall be in compliance with the Management Plan as approved by City.

If City determines that the performance of the Property Manager is deficient based upon the standards set forth in the approved Management Plan and in this Agreement, City shall provide written notice to Developer of such deficiencies and Developer shall use commercially reasonable efforts to correct such deficiencies. In the event that such deficiencies have not been cured within thirty (30) days, or, if cure is not reasonably possible within 30 days, then unless actions to commence a cure are taken within 30 days and continued thereafter with diligence, City shall have the right to require Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City Manager, which is not related to or affiliated with Developer, and which has not less than five (5) years’ experience in property management, including significant experience managing housing facilities of the size, quality and scope of the Project. City acknowledges that Developer’s investor limited partner has the right, under Developer’s limited partnership agreement, to direct the general partner to remove the Property Manager. Developer agrees to give City notice of the proposed replacement Property Manager. Such proposed replacement Property Manager shall be subject to the City’s approval (with such approval not to be unreasonably withheld, conditioned or delayed).

4.8 Rental Lease Agreement. Developer shall prepare and obtain City’s approval, which approval shall not be unreasonably withheld, conditioned or delayed, of a rental lease

agreement (“Lease Agreement”). All Lease Agreements must 1) identify the names and ages of all members of the household who will occupy the Affordable Unit; and 2) state that the Household’s right to occupy the Affordable Unit is subject to compliance with the Median Income requirements, as periodically published by HCD. All Lease Agreements must be consistent with the terms contained in this Density Bonus Agreement.

4.8.1 Prohibited Lease Terms. The Lease Agreement may not contain any of the following provisions:

- (a) Agreement to be Sued. Agreement by the tenant to be sued, to admit to guilt, or to a judgment in favor of the Developer in a lawsuit brought in connection with the lease;
- (b) Treatment of Property. Agreement by tenant that the Developer may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Developer may dispose of this personal property in accordance with State law;
- (c) Excusing Developer of Responsibility. Agreement by the tenant not to hold the Developer or the Developer’s agent legally responsible for any action or failure to act, whether intentional or negligent;
- (d) Waiver of Notice. Agreement of the tenant that the Developer may institute a lawsuit without notice to the tenant;
- (e) Waiver of Legal Proceedings. Agreement by the tenant that the Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (f) Waiver of a Jury Trial. Agreement by the tenant to waive any rights to a trial by jury;
- (g) Waiver of Right to Appeal Court Decision. Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- (h) Tenant Chargeable with Cost of Legal Action Regardless of Outcome. Agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the Developer against the tenant. The tenant, however, may be obligated to pay attorney’s fees and costs if the tenant loses, if provided for under applicable law or court ruling.

4.9 Selection of Tenants.

4.9.1 Developer shall review the selection of tenants for the Affordable Units in compliance with lawful and reasonable criteria and the requirements of this Agreement. Each Affordable Unit shall be leased to Eligible Households that are chronically homeless and document-ready individuals on the Coordinated Entry List. All residents will be referred from the County of Orange Coordinated Entry System.

4.9.2 Local preference for Santa Ana residents and workers in tenant selection for the Affordable Units shall be a requirement of the Project. Subject to applicable laws and regulations governing nondiscrimination and preferences in housing occupancy required by the State of California, the Developer shall give preference or cause for the preference in leasing 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.

4.9.3 Prior to the rental or lease of an Affordable Unit to a tenant(s), Developer shall require the tenant(s) or cause for the tenant(s) to be required to execute a written lease and to complete a Tenant Income Verification Form (in substantially the form attached hereto as Exhibit B) certifying that the tenant(s) occupying the Affordable Unit is/are an Eligible Household and otherwise meet(s) the eligibility requirements established for the Affordable Unit. Developer shall verify the income of the tenant(s) as set forth herein. Developer and City shall be entitled to rely on the Tenant Income Verification Form and supporting documentation provided by tenant(s) unless Developer or City has knowledge of, or a reasonable basis for belief as to, the inaccuracy or falsehood of any of the supporting documentation.

4.10 Income Verification and Certification.

Developer covenants to City that it will at all times abide by all specific compliance standards set forth in the regulatory agreements entered into between the Developer and all public funding sources. Developer will abide by all standards including but not limited to number of extremely-low and very-low and low-income affordable units by number of bedrooms, standards for qualifying household incomes and other qualifying criteria. Developer shall provide City with a certified copy of each of the recorded regulatory agreements applicable to the Project. The compliance standards set forth in said regulatory agreements are hereby incorporated by reference as fully set forth herein. In the event of a conflict between this Agreement and the regulatory agreements: (1) the more stringent requirement shall prevail if such interpretation eliminates the relevant conflict; or (2) regulatory agreements, or any of them, shall prevail.

Developer shall be entitled to rely on the Tenant Income Verification Form and supporting documentation provided by tenant(s) unless Developer has knowledge of, or a reasonable basis for belief as to, the inaccuracy or falsehood of any of the supporting documentation. Developer shall make reasonable efforts to verify or cause to be verified that the income and asset statement provided by an applicant in an income certification is accurate by taking, at a minimum, at least one of the following steps as a part of the verification process: (1) obtain three months consecutive pay stubs for the most recent pay period, (2) obtain an income tax return for the most recent tax year, (3) obtain an income verification form from the applicant's current employer, (4) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (5) if the applicant is unemployed and has no such tax return, obtain another form of independent verification.

4.10.1 Gross Household Income. 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.

4.10.2 Annual Recertification. Developer agrees to recertify or cause to be recertified household eligibility annually. Notification of Annual Tenant Recertification shall be sent to the household in substantially the form attached hereto as Exhibit C. An Annual Rental Housing Compliance Report (“Annual Compliance Report”) shall be sent by Developer to the City in substantially the form attached hereto as Exhibit D for City’s review and approval. The Annual Compliance Report shall be due to the City within 30 days of the anniversary of the commencement of the Total Affordability Term, which is the date that each building receives all required occupancy permits from the City.

4.11 Monitoring and Recordkeeping. Throughout the Term of this Agreement, Developer shall annually complete or cause to be completed and submit to City a Certification of Continuing Program Compliance in the form provided by City. Developer agrees to pay annually to City a fee (“City Monitoring Fee”), for the purpose of paying the actual costs associated with the City’s obligation to monitor Developer’s compliance with the affordability restrictions contained in this Agreement related to the Affordable Units, not to exceed monitoring costs for up to forty-seven (47) Affordable Units. The City Monitoring Fee, including any increases thereto, is set by City resolution, based on review and analysis of the actual costs incurred by City to perform said monitoring activities. As of the Effective Date, the City Monitoring Fee is One Hundred Eleven Dollars and Ninety-One Cents (\$111.91) per unit. Representatives of City shall be entitled to enter the Property if necessary after review of above documentation, upon at least forty-eight (48) hours written 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 Units 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.

Developer shall allow the City to conduct annual inspections of each of the Affordable Units on the Property after the date of construction completion, with not less than forty-eight (48) hours prior written notice. 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.

4.12 Notice of Affordability Restrictions on Transfer of Property. In the event the Property Owner wishes to sell or transfer the Property, or the Developer wishes to sell or transfer the Project and assign the ground lease to the Property, during the Total Affordability Term, the City and the Developer shall execute and deposit into escrow, or record against the Property, a Notice of Affordability Restrictions on Transfer of the Property as contained herein (Exhibit E). The sale or transfer of the Property, or assignment of ground lease, shall not be effective unless

and until the City and the transferee execute the documents necessary to transfer the Density Bonus Agreement obligations from the Developer to the transferee.

4.13 Onsite Supportive Services, Programs and Amenities. Throughout the Term of this Agreement, and to the extent such can be coordinated with and supplied by philanthropic and other social welfare providers, Developer shall provide residents of the Project, or cause to be provided to residents of the Project, access to discounted or no-cost onsite supportive services, programming and amenities that promote independent living and economic mobility and include but are not limited to: health and wellness services, social activities, and physical or recreational amenities.

4.14 Alternative Transportation and Energy Source, Resource Conservation, and LEED Certification. While not a condition of the Project's Density Bonus, in recognition of the City's desire to optimize the energy efficiency of the Project, Developer agrees to consult with the project design team, a CABEC certified 2016 Certified Energy Analyst, a LEED AP Homes (low-rise and mid-rise), LEED AP BD+C (high rise), National Green Building Standard (NGBS) Green Verifier, or GreenPoint Rater (*one person may meet both of these latter qualifications*) early in the Project design process to evaluate a building energy model analysis and identify and consider energy efficiency or generation measures. Prior to the meeting, the energy analyst shall complete an initial energy model based on either current T24 standards or, if the Project is eligible, the California Utility Allowance Calculator using best available information on the Project. To the extent financially feasible for the Project, Developer agrees to incorporate and optimize energy efficient building materials, methods, and amenities.

4.15 Onsite Property Manager. The Project shall have 24-hour on-site Property management services and personnel. Up-to-date 24-hour contact information for the on-site personnel shall be provided to the following City agencies on an ongoing basis:

- (a) Police Department
- (b) Fire Department
- (c) Planning and Building Agency
- (d) Community Development Agency

4.16 Emergency Evacuation Plan. Developer shall submit and obtain approval of an Emergency Evacuation Plan (the EEP) from City Police and Fire Protection agencies prior to issuance of a Certificate of Occupancy. Up-to-date 24-hour emergency contact information for the on-site personnel shall be provided to the City on an ongoing basis and the approved EEP shall be kept onsite and also be submitted to the following City agencies:

- (a) Police Department
- (b) Fire Department
- (c) Planning and Building Agency
- (d) Community Development Agency

4.17 Crime Free Housing Policy. Developer shall work with City staff to develop a crime free housing policy, procedure, and design plan (the "CFH Plan"). Developer shall submit and obtain approval from the PBA that the CFH Plan meets the requirements of this Subsection 4.17 prior to issuance of the Certificate of Occupancy. The approved CFH Plan shall be implemented and administered by Property management.

4.18 Onsite Parking Management Plan. Developer has agreed to provide twenty (20) onsite parking stalls for residents and visitors of the Project and actively monitor the parking demand of the Project site. Developer shall continually monitor and take commercially reasonable measures to manage the parking demand of the Project site - to mitigate the use of offsite parking spaces on private or public properties and/or right-of-way. Prior to issuance of the Certificate of Occupancy, Developer shall submit and obtain approval from the Planning and Building Agency of a Parking Management Plan (the "PMP") to address the parking demands of the Project. The approved PMP shall be adhered to and be enforced by the Project at all times.

4.19 Marketing and Resident Selection Plan. Each Affordable Unit shall be leased to Eligible Households selected by Developer who meet all of the requirements provided herein. Prior to Certificate of Occupancy, Developer shall prepare and obtain City's approval of a marketing program and resident selection plan for the leasing of the Affordable Units at the Project ("Marketing Program"). The leasing 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 leasing of the Housing Units.

4.19.1 The Marketing Program shall include, but is not limited to, marketing and community outreach activities, proposed tenant 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, but are not limited to, the application process, interview procedure, apartment offer and assignment, rejected applications, and wait list management. All requirements set forth herein shall be incorporated in the Marketing Program.

5. EFFECT OF LOSS OF PROJECT SUBSIDY AND/OR FORECLOSURE

It is anticipated that the Project will be supported by various subsidy programs, including, without limitation, Project-Based Section 8 rental subsidy payments, and a capitalized operating subsidy reserve (collectively with any other subsidies committed to the Project as of the Effective Date, the "Project Subsidy"). Notwithstanding anything to the contrary contained in this Agreement, if, during the "Density Bonus Housing Agreement Term" (as defined in Section 6 below), (i) any portion of the Project Subsidy is reduced, terminated or not renewed, through no fault of Developer, such that the Project Subsidy as it exists as of the Effective Date is no longer available (or available in a lesser amount) then the Developer may request approval of the City (any such request, an "Affordability Adjustment Request") to (a) allow persons and families whose income does not exceed sixty (60%) of the area median income for the Orange County, California PMSA, adjusted for household size, as published by HCD ("60% Households") to rent and occupy some or all of the Affordable Units (any such Affordable Units, the "Adjusted Affordable Units"), and (b) to increase the rent on the Adjusted Affordable Units to rents that are affordable to 60% Households, pursuant to Health and Safety Code section 50053(b).

Concurrently with any Affordability Adjustment Request, Developer shall provide City with evidence of the anticipated reduction or termination of the Project Subsidy, and of the adjustments and increases necessary to enable the Project to attain, and to maintain throughout the Density Bonus Housing Agreement Term, a positive cash flow. Developer's Affordability Adjustment Request and/or the termination of special and/or target population requirements is subject to the City's approval, such approval not to be unreasonably withheld, conditioned or delayed.

Upon City's approval of any Affordability Adjustment Request, Developer hereby agrees to the following:

A. Developer shall provide tenants in the Adjusted Affordable Units with at least sixty (60) days' written notice of any rent increase and shall notify each tenant that if they have received a tenant-based voucher from the Santa Ana Housing Authority or any other governmental entity they may use such voucher to pay the rent for their Adjusted Affordable Unit;

B. No later than sixty (60) days prior to the proposed implementation of any rent increase, Developer shall submit to City a schedule of any proposed increase in the rent for review and approval by City (such approval not to be unreasonably withheld, conditioned or delayed).

6. TERM OF THIS AGREEMENT

The term of this Agreement ("Density Bonus Housing Agreement Term") shall commence on the Effective Date and shall continue until the date that is fifty-five (55) years after the City issues the last certificate of occupancy for the building in which the Affordable Units are located.

7. DEFAULT AND TERMINATION; INDEMNIFICATION

7.1 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 reasonably 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. 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.

7.2 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. 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.

7.3 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 act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of any of the Indemnitees.

7.4 Termination. Prior to the issuance of building permits for the Project, Developer has the right to terminate this Agreement by written notice to City if one or more of the following does not occur: (1) approval and execution of a ground lease between Property Owner and Developer (or an entity formed by Developer to lease the Property) in their reasonable discretion for the lease of the Property; or, (2) receipt by Developer of all financing required for the Project.

8. ASSIGNMENT; COVENANTS RUN WITH THE LAND

8.1 Assignment by Developer.

8.1.1 Prohibited Transfers or Assignments. Except as authorized in this Section or Section 8.1.2 below, 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, without City's prior written approval, which shall not be unreasonably withheld, conditioned or delayed ("Permitted Transfer"); provided, however, Developer shall have the right without City's prior written approval to transfer or assign the Property, Project and/or Developer's rights and obligations in this Agreement to any entity that is controlled by, or is under common control with, Developer or Developer's managing general partner, and Developer shall thereafter be released from any future obligations under this Agreement. In connection with Permitted Transfer, Developer shall: (i) notify City in writing of the sale, transfer, or assignment of all or any portion of the Property, and (ii) deliver to City an assignment and assumption agreement (or other agreement) in a form approved by City in its reasonable discretion and executed by Developer and its transferee/assignee pursuant to which Developer's transferee/assignee assumes all of Developer's covenants and obligations set forth herein with respect to the Property or the portion thereof so transferred. Any request for transfer or assignment of the Agreement by Developer shall require the payment of fees or a deposit to pay for the City's actual, documented expenses to review the request. Upon the delivery of the assignment and assumption agreement as provided for above for a Permitted Transfer, or in the event of a sale of the Property/Project as provided for in this Section 8.1.1, Developer shall be released from any future obligations under this Agreement.

8.1.2 Lease of Property. Developer agrees and declares that the Property and the Project shall be leased, rented, used, occupied, operated, and approved subject to all obligations set forth or incorporated in this Agreement, 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 Density Bonus permit approvals received for this Project have been made on the condition that Developer and all subsequent lessees, or other successors and assigns of the Property and/or Project lease and rent the Affordable Units in accordance with the terms and conditions stipulated in Sections 4, 5 and 6 of this Agreement for a term of fifty-five (55) consecutive years commencing upon the date of issuance of the last certificate of occupancy for the Project.

8.1.3 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.

8.1.4 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.

8.2 Covenants Run with the Land. The Property shall be used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property 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. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running 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 lease interest in the Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the 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.

9. MISCELLANEOUS

9.1 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 incentive and concession provided to 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.

9.2 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, including but not limited to amendments to this Agreement for consistency with other Project agreements, funding sources or to assist Developer in obtaining other funding sources. 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, to pay for City's actual, documented expenses to review the request. Each alteration, change, or modification to this Agreement shall be recorded against the Property in the Official Records of Orange County, California.

9.3 Notices.

9.3.1 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. 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:	During construction: Jamboree Housing Corporation

17701 Cowan Ave., Suite 200
Irvine, CA 92614
Attention: Chief Executive Officer

Following construction:
Jamboree Housing Corporation
17701 Cowan Ave., Suite 200
Irvine, CA 92614
Attention: Asset Manager

With copies to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Patrick D. McCalla

And to: WISEPlace
1411 N. Broadway
Santa Ana, CA 92706
Attention: Brateil Aghasi

And to: Odu & Associates, PC
31805 Temecula Parkway #720
Temecula, CA 92592
Attention: Nkechi C. Odu, Esq.

9.3.2 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.

9.4 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.

9.5 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.

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

9.7 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.

9.8 Intentionally Omitted.

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

9.10 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.

9.11 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.

9.12 Non-Discrimination. In performing its obligations under this Agreement, Developer shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, 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.

9.13 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.

9.14 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, epidemics or 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 reasonably 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

9.19 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.

9.20 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.

9.21 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.

9.22 No Subordination; Mortgagee Protection; Covenants Do Not Impair Liens. City's approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Project or to cause the development, operation and maintenance of 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 Term of the Density Bonus Housing Agreement, 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. Developer expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project. This Agreement shall not prevent or limit Developer, in Developer's reasonable discretion, from encumbering the Property or any portion thereof of or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property or Project and such action shall not constitute an assignment of this Agreement. No violation or breach of covenants, conditions, restrictions, provisions, or limitations contained in this Agreement shall defeat or render invalid or diminish or in any way impair the lien or charge of any mortgage or deed of trust or security instrument.

9.23 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.

9.24 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:

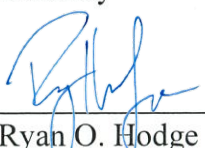
CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney



By: Ryan O. Hodge
Assistant City Attorney

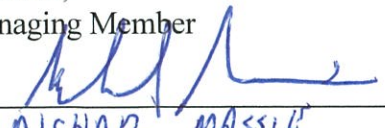
RECOMMENDED FOR APPROVAL:

**NORTH BROADWAY HOUSING
PARTNERS LP,**
a California limited partnership

Steven A. Mendoza
Executive Director
Community Development Agency

By: JHC-North Broadway LLC,
a California limited liability company,
its General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit
corporation,
its Managing Member

By: 
Name: MICHAEL MASSIE
Title: CHIEF DEVELOPMENT OFFICER

By execution below, Property Owner consents to the recordation of this Agreement against its fee interest in the Property:

WISEPLACE,
a California nonprofit public benefit corporation

By: Bateil Aghani

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Order No: 09196820-919-KRC-KRE

EXHIBIT “A”

All that certain real property situated in the County of [Orange](#), State of California, described as follows:

PARCEL 1:

THE EAST 130.00 FEET OF THAT PORTION OF THE LAND ALLOTTED TO JACOB ROSS, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1869 IN [BOOK “B”, PAGE 410](#) OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED, AS FOLLOWS:

BEGINNING AT A POINT 1028.50 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN;
THENCE WEST 319.70 FEET TO A PORTION THE CENTERLINE OF SYCAMORE STREET, AS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT, SUPERIOR COURT CASE NO. 23280, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 8, 1929 IN [BOOK 227, PAGE 401 OF OFFICIAL RECORDS](#) OF ORANGE COUNTY, CALIFORNIA, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE WEST 310.37 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN A DEED TO T. J. MULLINX RECORDED OCTOBER 29, 1897 IN [BOOK 33, PAGE 197](#) OF DEEDS OF SAID ORANGE COUNTY;
THENCE NORTH 77 FEET 1 INCH;
THENCE EAST 310.37 FEET TO SAID CENTERLINE;
THENCE SOUTH 77 FEET 1 INCH TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THE WEST HALF OF THAT PORTION OF THE LAND ALLOTTED TO JACOB ROSS, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN [BOOK “B”, PAGE 410](#) OF JUDGEMENT OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1028.50 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN;
THENCE WEST 630.00 FEET;
THENCE SOUTH 75.00 FEET;
THENCE EAST 630.00 FEET;
THENCE NORTH 75.00 FEET TO THE POINT OF BEGINNING.

THE EAST LINE OF SAID WEST HALF BEING THE CENTERLINE OF SYCAMORE STREET, AS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT, SUPERIOR COURT CASE NO. 23280, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 8, 1929 IN [BOOK 227, PAGE 401 OF OFFICIAL RECORDS](#) OF ORANGE COUNTY, CALIFORNIA.

Assessor’s Parcel Number: [398-523-04](#)

MAP

EXHIBIT B

TENANT VERIFICATION

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other _____

Effective Date: EXHIBIT 5
Move-In Date: _____
(MM-DD-YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____ County: _____ TCAC#: _____ BIN#: _____
Address: _____ If applicable, CDLAC#: _____
Unit Number: _____ # Bedrooms: _____ Square Footage: _____

PART II. HOUSEHOLD COMPOSITION

☐ Vacant (Check if unit was vacant on December 31 of the Effective Date Year)

HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	Student Status (Check One)	Last 4 digits of Social Security #
1				HEAD		FT <input type="checkbox"/> /PT <input type="checkbox"/> /NA <input type="checkbox"/>	
2						FT <input type="checkbox"/> /PT <input type="checkbox"/> /NA <input type="checkbox"/>	
3						FT <input type="checkbox"/> /PT <input type="checkbox"/> /NA <input type="checkbox"/>	
4						FT <input type="checkbox"/> /PT <input type="checkbox"/> /NA <input type="checkbox"/>	
5						FT <input type="checkbox"/> /PT <input type="checkbox"/> /NA <input type="checkbox"/>	
6						FT <input type="checkbox"/> /PT <input type="checkbox"/> /NA <input type="checkbox"/>	
7						FT <input type="checkbox"/> /PT <input type="checkbox"/> /NA <input type="checkbox"/>	

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$

Add totals from (A) through (D), above

TOTAL INCOME (E):

\$

PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset

TOTALS:

\$

\$

Enter Column (H) Total

Passbook Rate

If over \$5000

\$

X

0.06%

=

(J) Imputed Income

\$

Enter the greater of the total of column I, or J: imputed income

TOTAL INCOME FROM ASSETS (K)

\$

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature

(Date)

Signature

(Date)

Signature

(Date)

Signature

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

RECERTIFICATION ONLY:	
<p>TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 \$ </p> <p>Current Federal LIHTC Income Limit per Family Size (Federal Income Restriction at 60%, 50% or A.I.T. (20% - 80%)): \$ _____</p> <p>If Applicable, Current Federal Bond Income Limit per Family Size: \$ _____</p> <p>Household Income as of Move-in: \$ _____</p>	<p>Unit Meets Federal Income Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50%</p> <p>Or Federal A.I.T. at: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20%</p> <p>Unit Meets State Deeper Targeting Income Restriction at: <input type="checkbox"/> Other _____%</p> <p>Current Federal LIHTC Income Limit x 140%: \$ _____</p> <p>Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Household Size at Move-in: _____</p>

PART VI. RENT

<p>Tenant Paid Monthly Rent: \$ _____</p> <p>Monthly Utility Allowance: \$ _____</p> <p>Other Monthly Non-optional charges: \$ _____</p> <p>GROSS MONTHLY RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges) \$ </p> <p>Maximum Federal LIHTC Rent Limit for this unit: \$ _____</p> <p>If Applicable, Maximum Federal & State LIHTC Bond Rent Limit for this unit: \$ _____</p> <p>Unit Meets Federal Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50%</p> <p>Or Federal A.I.T. at: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20%</p> <p>If Applicable, Unit Meets Bond Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50%</p> <p>Unit Meets State Deeper Targeting Rent Restriction at: <input type="checkbox"/> Other: _____%</p>	<p>Federal Rent Assistance: \$ _____ *Source: _____</p> <p>Non-Federal Rent Assistance: \$ _____ (*0-8)</p> <p>Total Monthly Rent Assistance: \$ _____</p> <p>*Source of Federal Assistance</p> <p>1 **HUD Multi-Family Project Based Rental Assistance (PBRA)</p> <p>2 Section 8 Moderate Rehabilitation</p> <p>3 Public Housing Operating Subsidy</p> <p>4 HOME Rental Assistance</p> <p>5 HUD Housing Choice Voucher (HCV), tenant-based</p> <p>6 HUD Project-Based Voucher (PBV)</p> <p>7 USDA Section 521 Rental Assistance Program</p> <p>8 Other Federal Rental Assistance</p> <p>0 Missing</p> <p>** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation; Section 8 Loan Management; Section 8 Property Disposition; Section 202 Project Rental Assistance Contracts (PRAC)</p>
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PART VII. STUDENT STATUS

<p>ARE ALL OCCUPANTS FULL TIME STUDENTS?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, Enter student explanation* (also attach documentation)</p> <p>Enter 1-5</p>	<p>*Student Explanation:</p> <p>1 AFDC / TANF Assistance</p> <p>2 Job Training Program</p> <p>3 Single Parent/Dependent Child</p> <p>4 Married/Joint Return</p> <p>5 Former Foster Care</p>
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PART VIII. PROGRAM TYPE

Identify the program(s) for which this household's unit will be counted toward the property's occupancy requirements.	
<p>Select one of the following.</p> <p><input type="checkbox"/> 9% Allocated Federal Housing Tax Credit</p> <p><input type="checkbox"/> 4% Allocated Federal Housing Tax Credit</p> <p><input type="checkbox"/> Tax-Exempt Bond Only (No tax credits)</p>	<p>Select all that apply.</p> <p><input type="checkbox"/> HOME (including TCAP)</p> <p><input type="checkbox"/> CDBG</p> <p><input type="checkbox"/> Other HUD, including 202, 811, and 236</p> <p><input type="checkbox"/> National Housing Trust Fund</p> <p><input type="checkbox"/> USDA Rural Housing Service, including 514, 515, and 538</p> <p><input type="checkbox"/> Other state or local housing programs</p>

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

PART IX. SUPPLEMENTAL INFORMATION FORM

The California Tax Credit Allocation Committee (CTCAC) requests the following information in order to comply with the Housing and Economic Recovery Act (HERA) of 2008, which requires all Low Income Housing Tax Credit (LIHTC) properties to collect and submit to the U.S. Department of Housing and Urban Development (HUD), certain demographic and economic information on tenants residing in LIHTC financed properties. Although the CTCAC would appreciate receiving this information, you may choose not to furnish it. You will not be discriminated against on the basis of this information, or on whether or not you choose to furnish it. If you do not wish to furnish this information, please check the box at the bottom of the page and initial.

Enter both Ethnicity and Race codes for each household member (see below for codes).

TENANT DEMOGRAPHIC PROFILE						
HH Mbr #	Last Name	First Name	Middle Initial	Race	Ethnicity	Disabled
1						
2						
3						
4						
5						
6						
7						

The Following Race Codes should be used:

- 1** – White – A person having origins in any of the original people of Europe, the Middle East or North Africa.
- 2** – Black/African American – A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” apply to this category.
- 3** – American Indian/Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- 4** – Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent:
- 4a – Asian India 4e – Korean
 4b – Chinese 4f – Vietnamese
 4c – Filipino 4g – Other Asian
 4d – Japanese
- 5** – Native Hawaiian/Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands:
- 5a – Native Hawaiian 5c – Samoan
 5b – Guamanian or Chamorro 5d – Other Pacific Islander

6 – Other

7 – Did not respond. **(Please initial below)**

Note: Multiple racial categories may be indicated as such: 31 – American Indian/Alaska Native & White, 41 – Asian & White, etc.

The Following Ethnicity Codes should be used:

- 1** – Hispanic – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. Terms such as “Latino” or “Spanish Origin” apply to this category.
- 2** – Not Hispanic – A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- 3** – Did not respond. **(Please initial below)**

Disability Status:

1 – Yes

If any member of the household is disabled according to Fair Housing Act definition for handicap (disability):

- A physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment or being regarded as having such an impairment. For a definition of “physical or mental impairment” and other terms used, please see 24 CFR 100.201, available at <http://fairhousing.com/legal-research/hud-regulations/24-cfr-100201-definitions>.
- “Handicap” does not include current, illegal use of or addiction to a controlled substance.
- An individual shall not be considered to have a handicap solely because that individual is a transgender.

2 – No

3 – Did not respond **(Please initial below)**

☐ **Resident/Applicant:** I do not wish to furnish information regarding ethnicity, race and other household composition.

(Initials) _____
 (HH#) 1. 2. 3. 4. 5. 6. 7.

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

EXHIBIT 5

This form is to be completed by the owner or an authorized representative.

Part I - Development Data

Enter the type of tenant certification: Initial Certification (move-in), Recertification (annual recertification), or Other. If other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual income recertification's, this effective date should be no later than one year from the effective date of the previous (re)certification.
Move-In Date	Enter the most recent date the household tax credit qualified. This could be the move-in date or in an acquisition rehab property, this is not the date the tenant moved into the unit, it is the most recent date the management company income qualified the unit for tax credit purposes.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
TCAC#	Enter the project number assigned to the property by TCAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: CA-2010-123
BIN #	Enter the building number assigned to the building (from IRS Form 8609).
Address	Enter the physical address of the building, including street number and name, city, state, and zip code.
If applicable, CDLAC#	If project is awarded 4% bonds please enter the project number assigned to the property by CDLAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: 16-436
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.
Square Footage	Enter the square footage for the entire unit.
Vacant Unit	Check if unit was vacant on December 31 of requesting year. For example, for the collection of 2011 data, this would refer to December 31, 2011.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following definitions:

H	Head of Household	S	Spouse	U	Unborn Child/Anticipated
A	Adult Co-Tenant	O	Other Family Member		Adoption or Foster
C	Child	F	Foster child(ren)/adult(s)		
L	Live-in Caretaker	N	None of the above		

Date of Birth	Enter each household member's date of birth.
Student Status	Check FT for Full-time student, PT for Part-time student, or N/A if household member is not a student and question does not apply.
Last Four Digits of Social Security Number	For each tenant 15 years of age or older, enter the last four digits of the social security number or the last four digits of the alien registration number. If the last four digits of SSN or alien registration is missing, enter 0000. For tenants under age 15, social security number not required, although please enter 0000.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
Row (E)	Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. If individual household member income is provided, list the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
TOTALS	Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 0.06% and enter the amount in (J), Imputed Income.

Row (K)	Enter the greater of the total in Column (I) or (J)	
Row (L)	Total Annual Household Income From all Sources	Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Federal LIHTC Income Limit per Unit Meets Federal Income Restriction at 60%, 50% or A.I.T (20% - 80%)	Enter the Current Move-in Income Limit for the household size – specifically, the max income limit for the federal 60%, 50% or A.I.T (20% - 80%) set aside.
Current Bond Income Limit per Family Size	Enter the Current most restrictive Move-in Income Limit for the household size – specifically, the max income limit incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.

Household Income at Move-in	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-in	Enter the number of household members from the move-in certification.
Current Federal LIHTC Income Limit x 140%	For recertifications only. Multiply the current LIHTC Maximum Move-in Income Limit by 140% and enter the total. 140% is based on the Federal Set-Aside of 20/50 or 40/60, or A.I.T. (20% - 60% = 140% X 60%, 70% = 140% X 70% and 80% = 140% X 80%) as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the LIHTC Income Limit per Family Size at Move-in date (above), then the available unit rule must be followed.
Unit Meets Federal Income Restriction at or Federal A.I.T. at	Check the appropriate box for the income restriction that the household meets according to what is required by the federal set-aside(s) for the project.
Unit Meets State Deeper Targeting Income Restriction at	If your agency requires an income restriction lower than the federal limit, enter the percent required.

Part VI - Rent

Tenant Paid Monthly Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Federal Rent Assistance	Enter the amount of rent assistance received from a federal program, if any.
Non-Federal Rent Assistance	Enter the amount of non-federal rent assistance received, if any.
Total Monthly Rent Assistance	Enter the amount of total rent assistance received, if any.
Source of Federal Rent Assistance	If federal rent assistance is received, indicate the single program source.
Monthly Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other Monthly Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Monthly Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges. The total may NOT include amounts other than Tenant Paid Rent, Utility Allowances and other non-optional charges. In accordance with the definition of Gross Rent in IRC §42(g)(2)(B), it may not include any rent assistance amount.
Maximum LIHTC Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent limit for the federal 50%, 60% or A.I.T. (20% - 80%) set aside. This does not include state deeper targeting levels.
Maximum LIHTC Bond Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.
Unit Meets Federal Rent Restriction at or Federal A.I.T. at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal set-aside(s) for the project.
Unit Meets Bond Rent Restriction at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal and state law for the project.
Unit Meets State Deeper Targeting Rent Restriction at	If your agency requires a rent restriction lower than the federal limit, enter the percent required.

Part VII - Student Status

If all household members are full time* students, check “yes”. Full-time status is determined by the school the student attends. If at least one household member is not a full-time student, check “no.”

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Select the program(s) for which this household's unit will be counted toward the property's occupancy requirements. One response from the first column must be selected.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

PART IX. SUPPLEMENTAL INFORMATION

Complete this portion of the form at move-in and at recertification's (only if household composition has changed from the previous year's certification).

Tenant Demographic Profile

Complete for each member of the household, including minors. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.

Resident/Applicant Initials

All tenants who wish not to furnish supplemental information should initial this section. Parent/Guardian may complete and initial for minor child(ren).

TENANT INCOME CERTIFICATION QUESTIONNAIRE

EXHIBIT 5

One Form per Adult Member of the Household

NAME: _____	TELEPHONE NUMBER: _____
<input type="checkbox"/> Initial Certification	BIN # _____
<input type="checkbox"/> Re-certification	
<input type="checkbox"/> Other	Unit # _____

INCOME INFORMATION

	YES	NO		MONTHLY GROSS INCOME
1.	<input type="checkbox"/>	<input type="checkbox"/>	I am self-employed. (List nature of self employment) _____	(use <u>net</u> income from self-employment only) \$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: <div style="text-align: center;"><u>Name of Employer</u></div> 1) _____ 2) _____ 3) _____	\$ _____ \$ _____ \$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	I receive unemployment benefits.	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	\$ _____
6.	<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic social security payments.	\$ _____
7.	<input type="checkbox"/>	<input type="checkbox"/>	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	\$ _____
8.	<input type="checkbox"/>	<input type="checkbox"/>	I receive Supplemental Security Income (SSI).	\$ _____
9.	<input type="checkbox"/>	<input type="checkbox"/>	I receive disability or death benefits other than Social Security.	\$ _____
10.	<input type="checkbox"/>	<input type="checkbox"/>	I receive Public Assistance Income (examples: TANF, AFDC)	\$ _____
11.	<input type="checkbox"/>	<input type="checkbox"/>	I am entitled to receive child support payments.	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	I am currently receiving child support payments. If yes, from how many persons do you receive support? _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	I am currently making efforts to collect child support owed to me. List efforts being made to collect child support: _____ _____	
12.	<input type="checkbox"/>	<input type="checkbox"/>	I receive alimony/spousal support payments	\$ _____
13.	<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1) _____	\$ _____ \$ _____
14.	<input type="checkbox"/>	<input type="checkbox"/>	I receive income from real or personal property.	(use <u>net</u> earned income) \$ _____
15.	<input type="checkbox"/>	<input type="checkbox"/>	Student financial aid (public or private, not including student loans) Subtract cost of tuition from Aid received <i>*For Households receiving Section 8 Assistance Only</i>	\$ _____

ASSET INFORMATION

	YES	NO		INTEREST RATE	CASH VALUE
16.	<input type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). If yes, list bank(s) 1) _____ 2) _____	_____% _____%	\$ _____ \$ _____

17.	<input type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s) If yes, list bank(s) 1) _____ 2) _____	_____% _____%	EXHIBIT 5 \$ _____ \$ _____
18.	<input type="checkbox"/>	<input type="checkbox"/>	I have an EBT, Debit Visa, MasterCard account(s). (Including Social Security wages, Unemployment, Public Assistance, Disability, Etc...) If yes, list sources(s) of income being received/type of account(s) 1) _____ 2) _____ 3) _____		\$ _____ \$ _____ \$ _____
19.	<input type="checkbox"/>	<input type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1) _____	_____%	\$ _____
20.	<input type="checkbox"/>	<input type="checkbox"/>	I own real estate. If yes, provide description: _____		\$ _____
21.	<input type="checkbox"/>	<input type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources/bank names 1) _____ 2) _____ 3) _____	_____% _____% _____%	\$ _____ \$ _____ \$ _____
22.	<input type="checkbox"/>	<input type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources/bank names 1) _____ 2) _____ 3) _____	_____% _____% _____%	\$ _____ \$ _____ \$ _____
23.	<input type="checkbox"/>	<input type="checkbox"/>	I have an IRA/Lump Sum Pension/Keogh Account/401K. If yes, list bank(s) 1) _____ 2) _____	_____% _____%	\$ _____ \$ _____
24.	<input type="checkbox"/>	<input type="checkbox"/>	I have a whole life insurance policy. If yes, how many policies _____		\$ _____
25.	<input type="checkbox"/>	<input type="checkbox"/>	I have cash on hand.		\$ _____
26.	<input type="checkbox"/>	<input type="checkbox"/>	I have disposed of assets (i.e. gave away money/assets) for less than the fair market value in the past 2 years. If yes, list items and date disposed: 1) _____ 2) _____		\$ _____ \$ _____

STUDENT STATUS

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who are <u>full-time</u> students (Examples: K-12, College, Trade School, etc.)?
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who have been a <u>full-time</u> student 5 months in the current calendar year?
<input type="checkbox"/>	<input type="checkbox"/>	Does your household anticipate becoming an all full-time student household in the next 12 months?
<input type="checkbox"/>	<input type="checkbox"/>	If you answered yes to any of the previous three questions are you:
<input type="checkbox"/>	<input type="checkbox"/>	• Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works - not SSA/SSI)
<input type="checkbox"/>	<input type="checkbox"/>	• Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program
<input type="checkbox"/>	<input type="checkbox"/>	• Married and filing (or are entitled to file) a joint tax return
<input type="checkbox"/>	<input type="checkbox"/>	• Single parent with a dependant child or children and neither you nor your child(ren) are dependent of another individual
<input type="checkbox"/>	<input type="checkbox"/>	• Previously enrolled in the Foster Care program (currently age 18-24)

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

PRINTED NAME OF APPLICANT/TENANT

SIGNATURE OF APPLICANT/TENANT

DATE

WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE)

DATE

EXHIBIT C

ANNUAL TENANT RECERTIFICATION

Vista Pointe Apartments

2170 North Rancho Avenue
Colton, CA 92324
Phone: (909) 889-8417 TTY:(711) -

EXHIBIT 5

Tax Credit Program Recertification Notice

02/01/2022

Resident Name
2190 Rancho Avenue
Colton, CA 92324

Dear Resident:

Our records show that you are due for your annual recertification on Wednesday, June 1, 2022. To complete our review of your income and family composition, you must meet with Sharese Flowers and supply the required information at least three weeks before that date. Please contact Sharese Flowers at (909) 889-8417 as soon as possible to set up an appointment.

The Internal Revenue Service (IRS) requires that we annually recertify all household incomes as defined by the section 42 LIHTC Program. **An annual recertification must be completed to continue occupancy in your unit.**

Thank you in advance for your cooperation.

Sincerely,

Property Manager



EXHIBIT D

ANNUAL RENTAL HOUSING COMPLIANCE REPORT

Low Income Units _____

[illegible]

EXHIBIT E

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

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

NOTICE IS HEREBY GIVEN that the CITY OF SANTA ANA, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, has entered into a Density Bonus Agreement with North Broadway Housing Partners LP, a California limited partnership (“Developer”). The Density Bonus Agreement imposes income and affordability covenants on designated units (the “Affordable Units”) within the property located at 1411 N. Broadway Avenue, Santa Ana, Orange County, and further described in the legal description provided in Exhibit A to the Density Bonus Agreement (the “Property”).

The Density Bonus Agreement was recorded as Document/Instrument Number _____, and shall remain in effect until _____, 20____ (the “Termination Date”) (Insert date of the termination of the “Total Affordability Term”). The Density Bonus Agreement imposes the following income and affordability restrictions on the Affordable Units.

Number of Bedrooms	Extremely-Low Income Households	Low Income Households
Studio Units	47	
One-Bedroom Units		
Two-Bedroom Units		
Three-Bedroom Units		
Four-Bedroom Units		

In the event the fee owner of the Property (“Property Owner”) wishes to sell or transfer the Property prior to the Termination Date, or the Developer wishes to assign the ground lease to the Property, the City and the Property Owner and/or Developer shall execute and deposit into escrow, or record against the Property, this Notice of Affordability Covenants on Transfer of the Property. Further, any assignment of ground lease shall not be effective unless and until the City and transferee execute the documents necessary to transfer the Density Bonus Agreement obligations from the Developer to the transferee.

This Notice of Affordability Covenants on Transfer of the Property in no way modifies the provisions of the Density Bonus Agreement. In the event of any conflict between this Notice of Affordability Covenants on Transfer of the Property and the Density Bonus Agreement, the terms of the Density Bonus Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Notice of Affordability Restrictions on Transfer of Property as of the dates set forth below.

[Signatures on Following Pages]

**SIGNATURE PAGE
TO
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY**

CITY:

CITY OF SANTA ANA

A California Charter City and Municipal
Corporation

By: _____

Name: Kristine Ridge

Its: City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Ryan O. Hodge

Assistant City Attorney

**SIGNATURE PAGE
TO
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY**

PROPERTY OWNER:

A _____

By: _____

Name: _____

Its: _____

Date: _____

**SIGNATURE PAGE
TO
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY**

DEVELOPER:

A _____

By: _____

Name: _____

Its: _____

Date: _____