

**CROSSROADS AT WASHINGTON – JOINT POWERS  
AGREEMENT BY AND BETWEEN THE COUNTY OF  
ORANGE AND THE HOUSING AUTHORITY OF THE CITY  
OF SANTA ANA**

This **JOINT POWERS AGREEMENT** (“**Agreement**”) is entered into by and between the County of Orange, a political subdivision of the State of California (“**County**”), and the Housing Authority of the City of Santa Ana, a public body, corporate and politic (“**Agency**”), as of \_\_\_\_\_, 2020, and is made on the basis of the following facts, intentions and understandings. County and Agency are at times individually referred to as “**Party**” and collectively as “**Parties**” herein.

**RECITALS**

- A. County and Agency are owners of contiguous parcels of land totaling approximately 2.28 acres located in Santa Ana, California, comprised of the two following lots: Assessor’s Parcel Number 398-092-14 (“**Agency Property**”), more particularly described in **Exhibit A**; and Assessor’s Parcel Number 398-092-13 (“**County Property**”), more particularly described in **Exhibit B**. The Agency and County desire to merge these two parcels for the purpose of executing an option agreement (“**Option Agreement**”) and ground lease (“**Lease**”) for the combined property to a developer, \_\_\_\_\_, L.P., a California limited partnership (“**Partnership**”), to create an affordable housing project (“**Project**”). These properties are collectively depicted in **Exhibit C** (Pre-Grant Assessor’s Parcel Map) and are referred to collectively as the “**Joint Property**,” which is further defined, below.
- B. All development and use of the Joint Property for the Project shall be subject to and in conformance with restrictions on the use of the “**Joint Property**,” as that term is defined by this Agreement.
- C. The Parties agree that the development of this Project will promote affordable housing development that will benefit the public and constitute a significant benefit to both County and Agency in that the facility is available for use by members of the general public that meet the affordability income qualifications established for this Project and the special needs qualifications for the permanent supportive housing component of the Project.
- D. The Parties deem it to be to the mutual advantage of the Parties hereto and in the public interest to treat the above-described County Property and Agency Property as a single parcel to assist with development of the Project.
- E. In order to facilitate development of the Project, the Parties agree to deed their respective properties entirely into a jointly owned parcel (“**Joint Property**”), as described on **Exhibit D**, attached hereto, to be held as tenants-in-common with respective interests as follows:

County of Orange, 36.3%, undivided interest

Housing Authority of the City of Santa Ana, 63.7%, undivided interest

The Parties agree that these percentages represent the proportional ownership interests of each party prior to this grant as set forth in **Exhibit C** (Pre-Grant Assessor's Parcel Map), which is attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of mutual interests to facilitate the development of the Project referenced herein, County and Agency incorporate the Recitals, above, into this Agreement and further agree as follows:

1. Upon satisfaction of the terms and conditions set forth in the Option Agreement by the Partnership, the County shall quitclaim the County Property to the County and the Agency to hold the County Property as tenants-in-common, with the County owning 36.3% undivided interest and the Agency owning 63.7% undivided interest in the Joint Property. The quitclaim deed for the County Property is attached hereto as **Exhibit E**.

2. Upon satisfaction of the terms and conditions set forth in the Option Agreement by the Partnership, the Agency shall quitclaim the Agency Property to the Agency and the County to hold the Agency Property as tenants-in-common, with the County owning 36.3% undivided interest and the Agency owning 63.7% undivided interest in the Joint Property. The quitclaim deed for the Agency Property is attached hereto as **Exhibit F**. The deeds shall be recorded concurrently. Thereafter, the Housing Authority of the City of Santa Ana shall merge the Agency Property and County Property to form the Joint Property, in accordance with this Agreement.

3. The Agency shall serve as the lead agency for all planning related administration of the merger and formation of the Joint Property. The County shall coordinate and provide all necessary information it possesses to assist the Agency with the merger process. The Agency agrees to process and file for record with the County Recorder the merger of the County Property and Agency Property in compliance with Article XI of Chapter 34 of the Santa Ana Municipal Code at no cost to the Parties. The Agency Property and County Property shall merge, resulting in the formation of the Joint Property, with the County and Agency as tenants-in-common with the County owning a 36.3% undivided interest and the Agency owning a 63.7% undivided interest in the Joint Property.

4. Once the Joint Property is formed, both Parties waive the right to partition until the Lease terminates. This Agreement shall serve as a valid written waiver of the Parties' right to seek any such partition in accordance with California Code of Civil Procedure section 872.710(b).

5. The Agency and County shall execute the Lease with the Partnership for the purposes of completing the Project. The Lease is attached hereto as **Exhibit G**. The Lease may authorize the Partnership to enter into one or more leasehold mortgage(s), which may be recorded against the Partnership's leasehold interest only. However, the Parties agree that the Lease shall not be recorded against the County Property, the Agency Property, or the Joint Property, though a memorandum of Lease may be recorded

as set forth in the Lease. The recording of any encumbrance on the Joint Property must be agreed upon, in writing, by both the Agency and the County. The recordation of any encumbrance on the Joint Property without the requisite written approval shall be null and void.

6. The Parties agree to cooperate in good faith to submit for approval to the Southern California Association of Governments (“SCAG”), and to thereafter implement, a regional housing needs assessment (“RHNA”) allocation share transfer to reduce the County’s RHNA share for housing built within Agency boundaries.

7. This Agreement shall continue in full force and effect until the latter occurrence of the following events:

(a) The termination of the Lease, either through expiration of the Lease term or rescission of the Lease by the Parties (e.g., termination of Lease due to default); or

(b) Mutual agreement in writing by both the County and Agency.

8. The Parties agree that they will exercise good faith in carrying out the purposes of this Agreement, including the adoption of any necessary modifications, amendments, or clarifying the Parties’ rights and duties hereunder.

9. Upon termination of this Agreement, the County Property shall be conveyed to the County as the sole owner of the County Property and the Agency Property shall be conveyed to the Agency as the sole owner of the Agency Property. The Agency and County shall execute quitclaim deeds to effect these conveyances. The quitclaim deeds for these conveyances shall be in substantially the same form as those attached hereto as **Exhibits H** and **I**.

10. Any and all development, construction, operation, and maintenance of the Project shall be at no cost to Agency or County, provided that Agency staff shall be responsible for administering the operation of the Project to insure it is being used in conformance with this Agreement, use permit(s), and the Lease. The Agency shall serve as administrator of the Lease with the Partnership and coordinate with the County as necessary. Each Party shall separately administer their loans, grants or other support that might be provided to the Project and the Partnership.

11. Use of the Project and all its facilities shall be granted to all persons on an equal basis. No person shall, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex, sexual orientation or any other impermissible basis under the law, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity conducted by the Partnership or within facilities constructed on the Joint Property.

12. Agency shall, to the extent permitted by law, indemnify, defend, and hold harmless the County and its officers, agents, and employees, from and against any claim,

action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon the negligence or wrongful act or omission of Agency or its City Council, boards and commissions, officers, agents, volunteers, or employees, in approving the Lease, approving any final construction plans, specifications, and building inspections. The Lease shall contain a provision requiring the Partnership to name the County as an additional insured with respect to any and all operations or activities conducted by the Partnership from or at the leased premises.

County shall, to the extent permitted by law, indemnify, defend, and hold harmless the Agency and City of Santa Ana, and its officers, agents, and employees, from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorney's fees), resulting from, arising out of, or based upon the negligence or wrongful act or omission of County or its Board of Supervisors, committees and commissions, officers, agents, volunteers, employees, in approving the Lease. The Lease shall contain a provision requiring the Partnership to name the City of Santa Ana and/or the Agency as an additional insured with respect to any and all operations or activities conducted by the Partnership from or at the leased premises.

13. Except as specified in this section 13, all land and improvements on the Joint Property shall remain the joint property of County and Agency and shall be maintained and operated for Project purposes consistent with the terms of this Agreement and the Lease.

If the Joint Property or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "Condemnation"), then this JPA shall terminate as to the part taken only ("Condemned Property") as of the date the condemning authority takes title or possession, whichever first occurs. If the Condemnation results in termination of the Lease, then this JPA shall terminate in accordance with the terms contained herein. Any condemnation award for Condemned Property that is attributable to the Agency Property shall belong to the Agency and the condemnation award for Condemned Property that is attributable to the County Property shall belong to the County. If any of the Condemned Property includes Improvements, as that term is defined in the Lease, and the Lessor would be entitled to such condemnation award under the Lease, then the Parties shall divide the compensation award attributable to the Improvements evenly.

14. All notices pursuant to this Agreement shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be sent through First Class U.S. Mail:

To County: County of Orange  
Attn: County Executive Office, Real Estate  
333 W. Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

To Agency: Housing Authority of the City of Santa Ana  
20 Civic Center Plaza (M-26)  
P.O. Box 1988

Santa Ana, California 92702  
Attn: 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

15. Standard Provisions.

15.1 Management. Except as otherwise provided in this Agreement, the approval of both the Agency and County shall be required for decisions regarding management and disposition of the Joint Property.

15.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the County and Agency and their respective heirs, personal representatives, successors and assigns. Neither Party shall have the right to assign this Agreement or any interest or right under this Agreement without the prior written consent of the other Party.

15.3 No Attorneys' Fees. In any action between the Parties to interpret, enforce, award, modify or rescind any of the terms or provisions of this Agreement, or any action otherwise commenced or taken in connection with this Agreement, both Parties shall be responsible for their respective litigation costs and attorneys' fees, except as provided in Section 12, above, regarding indemnity.

15.4 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. The Parties consent to the jurisdiction of the California courts with venue in County of Orange.

15.5 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

15.6 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties.

15.7 No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any such breach or succeeding breach or of the same or other covenants, agreements, restrictions or conditions of this Agreement.

15.8 Modifications. Any alteration, change or modification of or to this Agreement, to become effective, shall be made in writing and in each instance signed on behalf of each Party.

15.9 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, and the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

15.10 Cooperation. Each Party agrees to cooperate with the other in the execution of this Agreement and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

15.11 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

15.12 Exhibits Incorporated by Reference. The following exhibits and attachments referred to and/or attached to this Agreement are incorporated in this Agreement by this reference:

- Exhibit A – Legal Description for Agency Property
- Exhibit B – Legal Description for County Property
- Exhibit C – Pre-Grant Assessor’s Parcel Map
- Exhibit D – Legal Description of Property (combined property)
- Exhibit E – Tenants-in-Common Deed from the County (Quitclaim)
- Exhibit F – Tenants-in-Common Deed from the Agency (Quitclaim)
- Exhibit G – Proposed Ground Lease
- Exhibit H – County Quitclaim
- Exhibit I – Agency Quitclaim

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective governing bodies on the dates set forth opposite their signatures.

**COUNTY:**

**COUNTY OF ORANGE**, a political subdivision of the State of California

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

By: \_\_\_\_\_

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

Title: Chairwoman, Board of Supervisors

**APPROVED AS TO FORM:**  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By: *Michelle A. Hurd* 2/3/20  
Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRWOMAN OF THE BOARD PER GC § 25103, RESO. 79-1535

Attest:

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board of Supervisors  
of Orange County, California

**AGENCY:**

**HOUSING AUTHORITY OF THE CITY OF SANTA ANA ACTING AS THE HOUSING SUCCESSOR AGENCY**, a public body, corporate and politic

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

By: \_\_\_\_\_  
Steven A. Mendoza, Executive Director

**APPROVED AS TO FORM:  
AUTHORITY GENERAL COUNSEL**

By: \_\_\_\_\_  
Ryan O. Hodge, Assistant City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Daisy Gomez, Clerk of the Council

**EXHIBIT A  
LEGAL DESCRIPTION FOR AGENCY PROPERTY**

Agency Property:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 1 OF PARCEL 73035 DESCRIBED IN GRANT DEED RECORDED JULY 24, 1991 AS INSTRUMENT NO. 91-387576 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, TOGETHER WITH THAT PORTION OF PARCEL 73034 DESCRIBED IN GRANT DEED RECORDED NOVEMBER 15, 1991, AS INSTRUMENT NO. 91-626431 OF SAID OFFICIAL RECORDS, LYING SOUTHWESTERLY AND WESTERLY OF THOSE THREE (3) COURSE AND THE NORTHWESTERLY EXTENSION OF COURSE THREE (3) THEREOF, IN THE STATE RIGHT OF WAY AS SHOWN ON A MAP FILED IN BOOK 194, PAGES 28 THROUGH 36 INCLUSIVE OF RECORD OF SURVEYS IN SAID OFFICE AND SAID COUNTY RECORDER, SAID THREE (3) COURSES BEING SHOWN ON SHEET 2 OF SAID MAP AS:

- 1) N21°00'58"W 286.98';
- 2) N32°46'23" W 157.90';
- 3) N25°03'45"W 62.42'.

EXCEPTING THEREFROM THAT PORTION OF ABOVE SAID PARCEL 1, LYING WITHIN THE LIMITS OF THE WASHINGTON A VENUE CUL-DE-SAC AS SHOWN ON SAID SHEET 2 OF SAID MAP.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS APPURTENANT TO THE ABOVE-DESCRIBED REAL PROPERTY IN AND TO THE ADJACENT STATE FREEWAY.

UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES IN THIS DESCRIPTION ARE GRID BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD (1991.35 EPOCH OCS ADJUSTMENJ). TO OBTAIN GROUND-LEVEL DISTANCES, MULTIPLY DISTANCES HEREIN BY 1.00002055.

THIS REAL PROPERTY DESCRIPTION CONSISTS OF THIS LEGAL DESCRIPTION AND EXHIBIT "1", HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

(End of Legal Description)

**EXHIBIT B  
LEGAL DESCRIPTION FOR COUNTY PROPERTY**

County Property:

The land referred to is situated in the County of Orange, City of Santa Ana, State of California, and is described as follows:

That portion of the land allotted to Maria Ygnacia Alvarado De Moreno, 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 Judgments of the District Court of the 17th Judicial District, in and for Los Angeles County, California, described as follows:

Beginning at a point 1584.0 feet north and 301.05 feet west of an iron axle set at the intersection of the centerlines of Fourth Street and Grand Avenue; thence North 717.80 feet; thence West 606.90 feet; thence South 717.80 feet; thence East 606.90 feet to the point of beginning.

EXCEPTING THEREFROM: That portion lying southeasterly of the northwesterly line of that certain 104.00 foot strip of land described in Parcel A of Deed to the City of Santa Ana, recorded June 25, 1970 in Book 9327, page 72 of Official Records.

ALSO EXCEPTING THEREFROM: That portion described as Parcel C in said Deed to the City of Santa Ana.

ALSO EXCEPTING THEREFROM: That portion conveyed in the deed to the State of California recorded January 10, 1992, Instrument 92-15188 of Official Records.

APN: 398-092-13

(End of Legal Description)



**EXHIBIT D**  
**LEGAL DESCRIPTION FOR JOINT PROPERTY**

The land referred to is situated in the County of Orange, City of Santa Ana, State of California, and is described as follows:

That certain parcel of land situated in the City of Santa Ana, County of Orange, State of California, being that portion of Parcel 1 of Parcel 73035 described in the Grant Deed recorded July 24, 1991, Instrument No. 91-387576 of Official Records, together with that portion of Parcel 73034 described in the Grant Deed recorded November 15, 1991, Instrument No. 91-626431 of Official Records, lying southwesterly and westerly of those three (3) courses and the Northwesterly extension of course Three (3) thereof, in the State Right of Way as shown on a map filed in Book 194, pages 28 through 36 inclusive of Record of Surveys in said Office of said County Recorder, said Three (3) courses being shown on sheet 2 of said map as:

- 1) North 21° 00' 58" West 286.98';
- 2) North 32° 46' 23" West 157.90';
- 3) North 25° 03' 45" West 62.42'.

**EXCEPTING THEREFROM:** That portion of above said Parcel 1, lying within the limits of the Washington Avenue Cul-De-Sac as shown on said Sheet 2 of said Map.

APN: 398-092-14

That portion of the land allotted to Maria Ygnacia Alvarado De Moreno, 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 Judgments of the District Court of the 17th Judicial District, in and for Los Angeles County, California, described as follows:

Beginning at a point 1584.0 feet north and 301.05 feet west of an iron axle set at the intersection of the centerlines of Fourth Street and Grand Avenue; thence North 717.80 feet; thence West 606.90 feet; thence South 717.80 feet; thence East 606.90 feet to the point of beginning.

**EXCEPTING THEREFROM:** That portion lying southeasterly of the northwesterly line of that certain 104.00 foot strip of land described in Parcel A of Deed to the City of Santa Ana, recorded June 25, 1970 in Book 9327, page 72 of Official Records.

**ALSO EXCEPTING THEREFROM:** That portion described as Parcel C in said Deed to the City of Santa Ana.

**ALSO EXCEPTING THEREFROM:** That portion conveyed in the deed to the State of California recorded January 10, 1992, Instrument 92-15188 of Official Records.

APN: 398-092-13

**EXHIBIT E  
TENANTS-IN-COMMON DEED FROM THE COUNTY**

(See Attached)

**EXHIBIT F  
TENANTS-IN-COMMON DEED FROM THE AGENCY**

(See Attached)

**EXHIBIT G  
PROPOSED GROUND LEASE**

(See Attached)

**EXHIBIT H  
COUNTY QUITCLAIM**

(See Attached)

**EXHIBIT I  
AGENCY QUITCLAIM**

(See Attached)