

COOPERATION AGREEMENT

(Transfer of Manchester Affordable Housing Site Agency-owned Parcel)

This **COOPERATION AGREEMENT (Transfer of Manchester Affordable Housing Site Agency-owned Parcel)** (this “Agreement”), dated for identification purposes only as of May 1, 2009 (the “Date of this Agreement”), is entered into by and between the **ANAHEIM REDEVELOPMENT AGENCY**, a public body, corporate and politic, (the “Redevelopment Agency”) and the **ANAHEIM HOUSING AUTHORITY**, a public body, corporate and politic, (the “Housing Authority”) with reference to the following:

RECITALS

- A.** The Redevelopment Agency and the Housing Authority (each, a “Party” and jointly, the “Parties”) desire to assist with the redevelopment of those certain three (3) parcels of real property (i) consisting of approximately two and seventy six-hundredths (2.76) acres, (ii) generally located at 2121 Manchester Avenue, and (iii) depicted on the Map which is attached hereto as Exhibit A and incorporated herein by this reference (the “Site”).
- B.** As of the Date of this Agreement, Housing Authority owns two (2) of the parcels which comprise the Site (the “Housing Authority Parcels”), while the Redevelopment Agency owns the remaining parcel (the “Redevelopment Agency Parcel”). The Redevelopment Agency Parcel is described in the Legal Description which is attached hereto as Exhibit B and incorporated herein by this reference.
- C.** The Housing Authority is endeavoring to redevelop the Site as a multi-family affordable housing project (the “Housing Project”). To this end, the Housing Authority has entered into that certain Affordable Housing Agreement of even date herewith with Manchester Park and Orangewood Vista (the “Developers”) with respect to development of the Housing Project on the Site (the “Affordable Housing Agreement”).
- D.** Pursuant to the California Community Redevelopment Law, the Redevelopment Agency is required to expend a certain portion of the taxes which are allocated to it pursuant to Section 33670 for the purposes of increasing, improving, and preserving the community's supply of low- and moderate-income housing available at affordable housing costs (the “Housing Set-Aside Funds”). The Redevelopment Agency utilized Housing Set-Aside Funds to acquire and prepare the Agency Parcel for subsequent transfer to Housing Authority for the development of the Project.
- E.** In this Cooperation Agreement, the Redevelopment Agency desires to transfer, and the Housing Authority desires to utilize, the Agency Parcel in order to implement the Affordable Housing Agreement and provide for the Housing Project.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. TRANSFER OF AGENCY PARCEL BY REDEVELOPMENT AGENCY AND USE BY HOUSING AUTHORITY.

The Redevelopment Agency agrees to transfer the Agency Parcel to the Housing Authority upon the written request of the Executive Director of the Housing Authority.

The Housing Authority covenants and agrees to use the Agency Parcel to implement the Affordable Housing Agreement and provide for the Housing Project in order to expand the supply of decent, safe, sanitary and affordable housing for very low-income and low-income persons and families. In addition, the Housing Authority covenants and agrees to transfer the Agency Parcel to Developers pursuant to the Affordable Housing Agreement, imposing such conditions, covenants and restrictions as the Redevelopment Agency would be required to impose under the California Community Redevelopment Law with respect to the use of Housing Set-Aside Funds to acquire and prepare the Site for the Housing Project.

SECTION 2. LIABILITY AND INDEMNIFICATION.

In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of such Code, the Parties, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, will each assume the full liability imposed on it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of such Code.

To achieve the above-stated purposes, each Party indemnifies and holds harmless the other Party for any loss, costs or expense that may be imposed upon such other party solely by virtue of such Section 895.2. The provisions of Section 2778 of the California Civil Code are made part hereof as if fully set forth herein.

SECTION 3. EFFECTIVE DATE OF AGREEMENT.

This Agreement shall take effect from and after the date of approval by the Governing Boards of the Redevelopment Agency and the Housing Authority.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the respective dates set forth below.

ANAHEIM REDEVELOPMENT AGENCY, a public body, corporate and politic

Dated: _____

By: _____
ELISA STIPKOVICH,
Executive Director

ANAHEIM HOUSING AUTHORITY, a public body, corporate and politic

Dated: _____

By: _____
ELISA STIPKOVICH,
Executive Director

ATTEST:

**LINDA N. ANDAL, REDEVELOPMENT AGENCY
AND HOUSING AUTHORITY SECRETARY**

By: _____
LINDA N. ANDAL

APPROVED AS TO FORM:

CRISTINA TALLEY, CITY ATTORNEY

By: _____
JOHN E. WOODHEAD IV
Assistant City Attorney

EXHIBIT A

MAP



EXHIBIT B

LEGAL DESCRIPTION

PACEL C

PARCEL 1, AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. C 89-01 RECORDED JULY 31, 1989 AS INSTRUMENT NO. 89-403514 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.