

# EXHIBIT A

## AMENDMENT NO. 7 TO AGREEMENT NO. 8781 (Development Agreement)

This Amendment No. 7 to Agreement No. 8781 (this “**Amendment**”) is entered into effective as of \_\_\_\_\_, 2022 by and between Napa Garden Court Associates, a California limited partnership (“**Developer**”), and the Housing Authority of the City of Napa, a public body corporate and politic (“**Authority**”). Developer and Authority are collectively referred to herein as the “**Parties**.”

### RECITALS

- A. The Authority and Napa Valley Community Housing, a California nonprofit public benefit corporation (“**NVCH**”) and the general partner of the Developer entered into that certain unrecorded Development Agreement dated as of March 1, 2005, as subsequently amended by that certain Amendment No. 1 dated as of June 6, 2006, and by that certain Amendment No. 2 to Agreement No. 8781 dated as of September 11, 2007, and by that certain Amendment No. 3 to Agreement No. 8781 dated as of June 8, 2015, and by that certain Amendment No. 4 to Agreement No. 8781 dated as of June 24, 2016, and by that certain Amendment No. 5 dated as of June 5, 2018, and by that certain Amendment No. 6 dated June 23, 2020 (as so amended, the “**Development Agreement**”). Capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Development Agreement.
- B. The Development Agreement was assigned from NVCH to Developer (the “**Assignment**”), however the Parties are unable to locate the agreement evidencing such Assignment.
- C. The Development Agreement is not a development agreement as such term is used in Government Code Section 65864 *et seq.* but rather an exclusive negotiating agreement.
- D. Under the Development Agreement, the Parties have agreed to use good faith efforts to complete and execute a Disposition and Development Agreement (“**DDA**”) during the Term of the Development Agreement, which currently expires on June 30, 2022, pursuant to which Developer will construct an affordable housing development on the Properties.
- E. The Properties are located in the 100-year flood plain and cannot be developed until flood control improvements planned as part of the Napa River/Napa Creek Flood Prevention Project have been installed.
- F. The Parties desire to extend the Term of the Development Agreement due to delays in the completion of the Napa River/Napa Creek Flood Prevention Project.

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- G. The proposed transfer of the Properties to Developer is not subject to the Surplus Lands Act (Government Code Section 54220, *et seq.*) pursuant to Health and Safety Code Section 34312.3(b), which provides that a housing authority may, after a public hearing, sell or otherwise dispose of real property without complying with any provision of law concerning disposition of surplus property so long as the proceeds of any sale or other disposition of real property, net of the cost of sale, are used by the housing authority to directly assist a housing project for persons of low income; and pursuant to Government Code Section 54226, which provides that no provision of the Surplus Lands Act “shall be applied when it conflicts with any other provision of statutory law.”

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein and in the Development Agreement, the Parties hereby agree as follows:

1. Amendment to Section 1.1 (Good Faith Negotiations). Section 1.1. of the Development Agreement is hereby amended by extending the deadline for completion and execution of the DDA to June 30, 2027.

2. Amendment to Section 1.2 (Term). Section 1.2 of the Development Agreement is amended and restated in its entirety to read as follows:

Section 1.2 Term. The term of this Agreement (“Term”) shall commence on the date of this Agreement and shall terminate on the earlier of execution of a DDA or June 30, 2027.

3. Amendment to Section 2.3 (Planning Approvals). Section 2.3 of the Development Agreement is hereby amended by extending the deadline for approval of the entitlements to December 31, 2029.

4. Amendment to Section 3.4 (Notices). Section 3.4 of the Development Agreement is hereby amended by deleting the existing text in its entirety and replacing it with the following:

“Section 4. Notices. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party’s authorized representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party’s authorized representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party’s contact information, below, may be changed by providing written notice of any change to the other party.

TO AUTHORITY:

Housing Manager  
HOUSING AUTHORITY OF THE  
CITY OF NAPA

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P.O. Box 660  
NAPA, CA 94559-0660  
lferrell@cityofnapa.org

TO DEVELOPER:

NAPA GARDEN COURT  
ASSOCIATES  
150 Camino Dorado  
Napa, CA 94558  
Attn:President/CEO  
erica@nvch.org

5. Consent to Assignment. Pursuant to Section 3.1 of the Agreement, the Authority hereby consents to the Assignment of the Development Agreement from NVCH to Developer, and Developer hereby agrees to perform all of the obligations of NVCH under the Agreement.
6. Effectiveness of Development Agreement. Except as modified by this Amendment, the Development Agreement remains unchanged and in full force and effect.
7. Authority; Binding Effect. Each Party represents and warrants that the person(s) executing this Amendment on behalf of such Party are duly authorized to execute this Amendment on behalf of such Party. This Amendment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
8. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**SIGNATURES ON FOLLOWING PAGE**

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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

### AUTHORITY

**Housing Authority of the City of Napa, a public body, corporate and politic**

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF  
NAPA, a public body, corporate and politic

By: \_\_\_\_\_  
Steve Potter  
Executive Director

ATTEST:

\_\_\_\_\_  
Tiffany Carranza  
Deputy Authority Secretary

COUNTERSIGNED:

\_\_\_\_\_  
Joy Riesenberg  
City Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Barrett  
Authority General Counsel

### DEVELOPER

**Napa Garden Court Associates, a California limited partnership**

By: Napa Valley Community Housing, a California nonprofit public benefit corporation

Its: General Partner

By: \_\_\_\_\_  
Erica R. Sklar, President/Chief Executive Officer