

EXHIBIT A

AMENDMENT NO. 6 TO AGREEMENT NO. 8781 (Development Agreement)

This Amendment No. 6 to Agreement No. 8781 (this “**Amendment**”) is entered into effective as of _____, 2020 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**”) 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 executed by Authority and Developer (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. 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, 2020, pursuant to which Developer will construct an affordable housing development on the Properties.

C. 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.

D. 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.

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

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

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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, 2022.

2. Effectiveness of Development Agreement. Except as modified by this Amendment, the Development Agreement remains unchanged and in full force and effect.
3. 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.
4. 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: _____

Name: _____

Title: _____