



## NAPA SANITATION DISTRICT

### IMPROVEMENT AGREEMENT - SANITARY SEWER IMPROVEMENTS

#### THE WATERMARK AT NAPA VALLEY

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between KTJ 223, LLC, a Minnesota limited liability company ("DEVELOPER") and the Napa Sanitation District, a California special district ("DISTRICT") with reference to the following facts.

#### RECITALS

A. In connection with the development of certain real property located in the City of Napa commonly referred to as **Assessor's Parcel No.(s) 007-120-012 and 007-120-006** ("Subject Property") Developer has been required by the City of Napa (the "City") to construct certain sanitary sewer improvements described in paragraph 1 below (the "Sanitary Sewer Improvements") as a condition of approval of Developer's development project for the Subject Property. The Sanitary Sewer Improvements are to be constructed to the satisfaction of the District.

B. The conditions of approval for the project included a requirement to improve a 400-foot lineal segment of the sanitary sewer in Solano Avenue. The District has determined that it is not feasible for Developer to complete that improvement at the present time due to unanticipated conflicts with other utility facilities. The District has determined that rehabilitation projects upstream of the development's connection to the sanitary sewer system can offset the project's impact on the Solano Avenue sanitary sewer. Therefore, the District is willing to accept, and Developer is willing to provide, a cash contribution toward such rehabilitation projects in lieu of Developer replacing the 14-inch sanitary sewer in Solano Avenue.

C. To satisfy said condition of approval Developer has submitted to the City and the District, and the District has approved, improvement plans (the "Improvement Plans") setting forth the Sanitary Sewer Improvements proposed to be constructed by Developer in connection with the development of the Subject Property.

D. In addition to the Sanitary Sewer Improvements, the Improvement Plans include certain water system improvements (the "Water System Improvements") and road and storm drain improvements (the "Road and Storm Drain Improvements"). All three categories are referred to collectively herein as the "Development Improvements."

E. Developer wishes to proceed with the development project without prior completion of the Sanitary Sewer Improvements.



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F. District is willing to accommodate Developer's wish to proceed with the development project without having completed the Sanitary Sewer Improvements so long as the District has assurance that the Sanitary Sewer Improvements will be completed within the time and in the manner specified in this agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the District allowing the Developer to proceed with the development project, and in order to insure satisfactory performance by Developer of Developer's obligations, the parties hereto agree as follows:

1. Construction of Improvements.

(a) Developer, for and in consideration of approval to proceed with the development project and the other things set forth herein agrees, at Developer's own cost and expense, within eighteen months of the date of this Agreement to furnish all engineering, labor, equipment and materials necessary to perform and complete, and to perform and complete in good and workmanlike manner, the Sanitary Sewer Improvements as designated in the Napa Sanitation District Components Bond Amount Estimate Sanitary Sewer System attached as Exhibit "A", in accordance with those Improvement Plans for said development project that have been approved by the District and are on file with the City and the District, and to do all work incidental thereto in accordance with the applicable standards set forth in the Sanitary Sewer and Recycled Water Standards, Napa Sanitation District (the "Standard Specifications"). Said Improvement Plans are entitled "The Watermark at Napa Valley" dated \_\_\_\_\_, and by this reference are hereby expressly made a part of this contract as though set forth herein in full. In the event of any conflict between the Improvement Plans and the above referenced Standard Specifications the more extensive and stringent provisions shall govern.

(b) The work to be performed hereunder does not include the work necessary to complete the Water System Improvements and the Road and Storm Drain Improvements although such improvements are shown on the Improvement Plans. These improvements shall be contracted for, secured and completed pursuant to the provisions of separate development agreements with the City of Napa, covering this additional work.

(c) Developer shall perform any changes or alterations in the installation of the Sanitary Sewer Improvements required by the District in connection with unanticipated conditions and/or to resolve potential conflicts with other utilities, prior to approval and acceptance of the Improvements as set forth in paragraph 5 below. All



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costs for said changes and alterations shall be borne by Developer as set forth in this agreement.

2. Cost of Improvements. The estimated cost of the above required Sanitary Sewer Improvements is the sum of **Ninety Three Thousand Fifty dollars (\$93,050.00)** as more particularly set out in Exhibit A.

3. Completion of Work; Notification by District.

(a) All of the Sanitary Sewer Improvements shall be done under the inspection of and to the satisfaction of the District and shall not be deemed complete until determined to be complete by the District. Upon completion of the required Sanitary Sewer Improvements in conformance with this Agreement the District shall forward to the Developer a written acknowledgment that the District considers the Sanitary Sewer Improvements complete subject to the requirements of Section 5 of this Agreement.

(b) Neither the written acknowledgment of completion of the Sanitary Sewer Improvements pursuant to subparagraph (a), nor any periodic or progress inspection or approval by any person, shall be construed as requiring the District to accept the Sanitary Sewer Improvements for maintenance or otherwise prior to the expiration of the one year period in paragraph 5 below, nor shall it constitute a waiver of any other breach of this Agreement including but not limited to the requirement that the Developer complete or correct any portion of the Sanitary Sewer Improvements that are later determined to be defectively completed.

4. Fees; Contribution Toward Upstream Rehabilitation Projects In Lieu of Replacement of Solano Avenue Sanitary Sewer.

(a) Developer shall pay to the District plan check fees, inspection fees, and other development fees as required by District Code, based on the rates in effect at the time they are paid, to reimburse the District for its costs in performing engineering, inspection, and other services relative to said development. These fees are non-refundable.

(b) In lieu of Developer replacing 400-lineal feet of sanitary sewer in Solano Avenue, Developer shall pay to the District **One Hundred Forty Thousand Two Hundred Sixty-eight dollars (\$140,268)**. District will use such funds to complete upstream collection system rehabilitation projects that will offset the peak wet weather flow from the project. The contribution shall be paid prior to District's issuance of a connection



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permit. The contribution shall not supersede the contributions Developer is required to pay under Resolution 11-025. This contribution is non-refundable.

5. Maintenance of Improvements. Developer agrees to maintain the Sanitary Sewer Improvements for a period of one (1) year following the date Developer is notified by the District in writing that the Sanitary Sewer Improvements have been deemed complete. During this one (1) year period the Developer shall repair or replace, to the satisfaction of the District, any defective work or labor done or defective materials furnished. If the Developer has complied with the terms of this Agreement in all respects, the District shall, upon the expiration of said one (1) year maintenance period, notify Developer in writing that the Developer's contractual duty to construct and maintain the improvements has been satisfied, consent to a release of all sureties posted hereunder, and shall accept the Sanitary Sewer Improvements for maintenance, repair and replacement by the District thereafter.

6. Effect of Failure to Construct or Maintain Improvements.

(a) In the event Developer or his agents or employees fail to comply with any of the provisions of this Agreement; fail to prosecute the work with such diligence as to ensure its completion within the time specified in Paragraph One, or within such extensions of time as have been granted by the District; fail to maintain the Sanitary Sewer Improvements for the required one (1) year period; or refuse or fail to perform satisfactorily any of the provisions of the applicable Improvement Plans, specifications or standards, Developer shall be in default of this Agreement and notice in writing of such default shall be mailed to him. Such notice shall specify the default and shall demand that same be remedied within such reasonable period of time as is set forth in the notice, such period having been determined by the District; provided, however, that the reasonable period of time shall not exceed one hundred and twenty (120) calendar days.

(b) In the event of the failure of the Developer to comply with any demand made pursuant to subparagraph (a) the District may, in addition to all other legal remedies available, after not less than ten (10) business days prior written notice to Developer, terminate all rights of the Developer to complete the construction or maintain the Sanitary Sewer Improvements for the required one (1) year period and elect to complete construction, repair or replace any defects in the work, or cause to have same completed on behalf of and at the expense of the Developer. This right of the District is permissive and shall not be construed as requiring the District to terminate the rights of the Developer, complete the construction or maintain the Sanitary Sewer Improvements for the required one year period. This notice shall be in addition to, and separate from, any notice that may be given pursuant to subparagraph



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(a). In such a case, and if the District completes the construction or repairs or replaces any defects in the work or causes same to be completed on behalf of and at the expense of the Developer, the District shall be entitled to recover from Developer, or from any security provided by the Developer, its actual cost of completing said Sanitary Sewer Improvements.

(c) In the event Developer, or its surety, fails to reimburse the District for expenses it incurs within a period of ten (10) business days after written demand is mailed by certified mail to the Developer requesting payment, the actual cost of completing the Sanitary Sewer Improvements shall become a lien against the Subject Property. Nothing herein is intended to waive the right of the District to recover from any security or deposit that is established to ensure completion of the Sanitary Sewer Improvements for the required one- year period or, to limit any other remedy the District may have in law or in equity.

(d) The District may also exercise any other remedy available to the District under law including but not limited to requiring any surety or other guarantor to complete the Sanitary Sewer Improvements or pay for the cost of same.

7. Encroachment Permit Required. Developer must apply for and be granted by City an encroachment permit for all facilities which are to be constructed, operated and maintained by Developer or its agents within the City right-of-way, the location of which City right-of-way is described in Exhibit "B" attached hereto.

8. Installation of Utilities. Developer is solely responsible for making all arrangements and assuming all expenses as may be required in connection with the furnishing and installing of utility service facilities.

9. Notices to the Public and to the District.

(a) Developer agrees at all times until the end of the one (1) year maintenance period identified in paragraph 5 to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the Sanitary Sewer Improvements and to protect the traveling public from such defective or dangerous conditions.

(b) Developer or his agents or employees shall give notice to the District at least seventy-two (72) hours before beginning the construction of the required Sanitary Sewer Improvements and shall furnish the District with all reasonable facilities for obtaining full information respecting the progress and completion of the Sanitary Sewer Improvements.



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10. Right of Entry. Developer hereby grants to the District, and to any agent or employee of the District, the irrevocable permission to enter upon the Subject Property or the lands upon which the Sanitary Sewer Improvements are to be located, if other than the Subject Property, for the purpose of inspecting the Sanitary Sewer Improvements and, if necessary, to complete the Sanitary Sewer Improvements pursuant to paragraph 6(b) of this Agreement. Developer shall ensure that any agreement Developer enters into for the completion of required Sanitary Sewer Improvements to be located on property not under the control of Developer shall contain appropriate provisions granting to the District the above right of entry. This right of entry shall terminate when Developer has completed the Sanitary Sewer Improvements to the satisfaction of the District and the one (1) year maintenance period has expired.

11. Hold Harmless; Indemnification.

(a) The District shall not, nor shall any elective or appointive boards, commissions, officers, agents or employees of the District, be liable or responsible for any accident, loss, damage or injury, including death, as well as claims for property damage that may arise in the course of constructing and maintaining the Sanitary Sewer Improvements up to the expiration of the required one (1) year maintenance period.

(b) To the fullest extent permitted by law, Developer agrees to, and shall, hold the District and its elective or appointive boards, commissions, officers, agents or employees (collectively, "Indemnitees") harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise out of the acts or omissions of Developer, its agents or employees, any of the Developer's contractors or subcontractors, or by one or more persons directly or indirectly employed by, or acting as agent of Developer or any of Developer's contractors or subcontractors, in the course of completing the Sanitary Sewer Improvements up to the expiration of the one (1) year maintenance period. All of the liabilities of this paragraph 11(b) are assumed by Developer.

(c) To the fullest extent permitted by law, Developer agrees to, and shall upon request, promptly and fully defend the Indemnitees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the activities for which Developer is indemnifying the District under paragraph 11(b) above.

(d) The provisions of this paragraph shall apply to all damages and claims for damage of every kind suffered or alleged to have been suffered, by reason of the construction of the Sanitary Sewer Improvements or maintenance of said improvements up to the expiration of the required one (1) year maintenance period regardless of





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whether or not the District has prepared, supplied, or approved of, the Improvement Plans and/or specifications for the land division or the Sanitary Sewer Improvements relating thereto, and regardless of whether or not insurance policies may be determined to be applicable to any of such damages or claims for damages.

12. Pollution Liability. The Developer is responsible for impacts from sanitary sewer overflows from the Sanitary Sewer Improvements during construction and during the warranty period, including but not limited to, cleanup and repair costs and any fines imposed by regulatory agencies for sanitary sewer overflows. To the fullest extent permitted by law, Developer shall also indemnify, defend and hold Indemnitees harmless from any and all losses, liabilities, damages, costs, claims, demands, penalties, deficiencies, fines, orders, judgments, actions, suits, judicial or administrative proceedings, injunctive or other relief, expenses and charges (including attorneys' fees and court costs) arising from or related to sanitary sewer overflows from the Sanitary Sewer Improvements during construction and during the warranty period.

13. Security Required.

(a) Developer shall file with the District prior to the date of Developer obtaining permits from the District to construct the sanitary sewer improvements for the subject property, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement and a good and sufficient security for payment of labor and materials equal to the amount of the faithful performance bond to secure the claims to which reference is made in Title 15 of Part 4 of Division 3 of the Civil Code of the State of California (commencing with Section 3082).

(b) Acceptable types of security are:

(1) A bond or bonds by one or more duly authorized corporate sureties: or

(2) A deposit with the District of cash or negotiable bonds of the kind approved for securing deposits of public moneys; or

(3) An instrument of credit, in a form acceptable to the District's counsel, from an agency of the State, Federal, or local government when any such agency provides at least twenty percent of the financing for the portion of the act or agreement requiring security, or from one or more financial institutions subject to regulation by the state or federal government pledging



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that the funds necessary to carry out the agreement are on deposit and guaranteed for payment.

(4) A letter of credit, in a form acceptable to the District's counsel, issued by a financial institution that is subject to regulation by the state or federal government guaranteeing that all or any portion of the funds available pursuant to the letter of credit will be paid upon written demand of the District and that such written demand need not present documentation of any kind as a condition of payment, including proof of loss.

(c) Developer, if the improvement security is a bond and if the sureties, either on the Faithful Performance Bond or on the Bond securing payment of Labor and Materials, or both, or the amount of said bonds, in the reasonable opinion of the District becomes insufficient, agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) business days after being notified by the District that the sureties or amount are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required Sanitary Sewer Improvements are completed within ninety (90) days of the date on which the District notified the Developer in writing of the insufficiency of the sureties or the amount of the bonds, or both.

(d) Developer, if the improvement security is a deposit or instrument of credit utilizing a deposit, and the deposit in the reasonable opinion of the District becomes insufficient to complete the work, agrees to increase the deposit to an amount that will be sufficient to complete the work within ten (10) business days after being notified by the District that the amount is insufficient and what amount must be deposited. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all of the Sanitary Sewer Improvements are completed within ninety (90) days of the date on which the District notified the Developer in writing of the insufficiency of the deposit.

(e) In the event it is deemed necessary to extend the time of completion of the Sanitary Sewer Improvements, extensions of the time may be granted, from time to time, by the District, either at its own option or upon request of the Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties that have issued the required bonds or other security. Developer agrees to maintain the aforesaid bond or bonds or other security in full force and effect during the term of this Agreement, including such extensions of time as may be granted.





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(f) Upon acceptance by the District of the sanitary sewer improvements the developer shall provide security in the amount of 10% of the construction cost of the improvements to guarantee the improvements throughout the one-year warranty period. An acceptable security shall be provided consistent with paragraph 13.b. If no deficiencies are detected at the end of the one year warranty period the maintenance security will be released.

(g) All bonds shall be on a form approved by the District which shall be substantially in a form set forth at Section 66499.1 and 66499.2 of the California Government Code.

14. Determination of District Conclusive. The determination by the District of the question as to whether any of the terms of this Agreement or the plans, specifications and/or standards set forth herein have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the District under law.

15. Agreement Binding on Successors in Interest. The obligations of Developer hereunder shall not be exonerated or voided by any sale, transfer or assignment by Developer of all or any portion of Developer's interest in or to the Subject Property and/or the Sanitary Sewer Improvements, but shall continue to bind Developer. All such obligations are also the joint and several obligations of each such purchaser, transferee or assignee until such obligations are fully satisfied and to this extent the provisions of this Agreement relating to the construction of said Sanitary Sewer Improvements are intended to bind, and do bind the heirs, executors, administrators, grantees and successors in interest of Developer and said Agreement shall run with the real property until the obligations created by this Agreement are fully satisfied. Developer shall ensure that any agreement to sell any portion of the Subject Property shall contain language substantially similar to the language found in this section.

16. Notices. Any notice, demand, request, consent, approval, or communication that either party desires to give to the other party or to the Napa Sanitation District shall be in writing and either served personally or sent by prepaid, certified or registered first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires to give to the other party shall be addressed to the other party at each of the addresses set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.



## NAPA SANITATION DISTRICT

Developer: KTJ 223, LLC  
c/o Oppidan, Incorporated  
400 Water Street, Suite 200  
Excelsior, MN 55331

Napa Sanitation District: Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

17. Attorneys Fees. In the event suit is brought on this contract or upon bond guaranteeing the completion or maintenance of the Sanitary Sewer Improvements or to enforce any lien created by this Agreement, all costs and reasonable expenses and fees incurred by the prevailing party in successfully enforcing any obligations or rights created by this Agreement shall be paid by the other party, including reasonable attorney fees and upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

18. Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be unlawful and void the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19. Compliance With Sanitary Improvement Plans. Developer covenants and agrees that in the performance of all things to be done hereunder, Developer, its successors, assigns, agents, employees, contractors and subcontractors shall fully comply with and satisfy all conditions of approval of the Sanitary Sewer Improvement Plans.

20. Effective Date. The parties agree that this Agreement shall become effective upon the date first above written.

21. Termination. From and after the date on which the one (1) year maintenance period identified in paragraph 5 expires, at the Developer's request and so long as the Developer is not in default under this Agreement, the District shall execute a written termination of this Agreement and a written, recordable termination of any memorandum of this Agreement.

22. Estoppel Certificate. Developer (or any person acting on behalf of Developer) may, at any time, and from time to time, deliver written notice to the District, requesting that the District certify in writing that (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or



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in writing, or if so amended, identifying the amendments, and (c) the Developer is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. Upon such written request, the District shall execute and return such certificate within thirty (30) days following the receipt thereof. Any authorized officer or agent of the District shall be authorized to execute any certificate requested by the Developer.

### 23. Mortgagee Protection; Certain Rights of Cure.

(a) **Mortgagee Protection.** The District acknowledges and agrees that this Agreement shall not prevent or limit Developer (or any lessor or ground lessor of all or any portion of the subject property), in any manner, from encumbering the subject property or any portion thereof, any interest therein or any improvements thereon with any mortgage or deed of trust securing financing with respect to the construction, development, use, operation or ownership of the subject property or the project. This Agreement shall be superior and senior to any lien placed upon the property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage upon the property (a "Mortgage"). Notwithstanding the foregoing, no breach or default hereof or hereunder shall defeat, render invalid, diminish or impair the lien of any Mortgage. All of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the subject property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

(b) **Mortgagee Not Obligated.** Notwithstanding the provisions of paragraph 23(a) above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to perform the obligations of Developer hereunder, or to guarantee such performance, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition required hereunder; provided, however, that (i) to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by the District (if any), the performance thereof shall continue to be a condition precedent to the District's performance hereunder and (ii) the Mortgagee shall not be entitled to devote the property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the applicable law and entitlements governing the project.

(c) **Notice of Default to Other Parties and Extension of Right to Cure.** If the District receives notice from (i) any Mortgagee, (ii) any ground lessor of the property (a



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“Ground Lessor”) or (iii) any mortgagee of any leasehold or ground leasehold interest in the property (a “Leasehold Mortgagee”, and together with any Mortgagee or Ground Lessor, a “Default Notice Party”) requesting a copy of any notice of default given to the Developer hereunder and specifying the address for service thereof, then the District shall deliver to such Default Notice Party, concurrently with service thereon to the Developer, any notice given to the Developer with respect to any claim by the District that the Developer has committed a default or event of default. Each such Default Notice Party shall have the right (but not the obligation) to cure or commence to cure or remedy the default or event of default claimed in the District’s notice until the later to occur of (1) the expiration of the time period available to Developer to cure or remedy such default or event of default or (2) thirty (30) days from the date of such Default Notice Party’s receipt of such written notice. The District may extend such cure period available to such Default Notice Party for not more than an additional sixty (60) days upon request of Developer or such Default Notice Party.



NAPA SANITATION DISTRICT

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEVELOPER:

KTJ 223, LLC, a Minnesota limited liability company

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

  
Name: David Scott  
Its: \_\_\_\_\_

NAPA SANITATION DISTRICT:

Napa Sanitation District, a California Special District

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

Jill Techel  
Chair, Board of Directors

ATTEST:

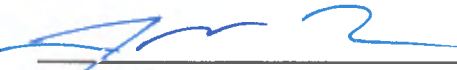
By: \_\_\_\_\_

Cheryl Schuh  
Secretary, Board of Directors



NAPA SANITATION DISTRICT

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
John Bakker  
District Legal Counsel



**EXHIBIT A**

Job No. 4115072.0  
Date: January 30, 2018  
By: DMD



**THE WATERMARK AT NAPA VALLEY**

Napa, California

Engineer's Estimate for Public Sewer Improvements  
FOR NAPA SANITATION DISTRICT SEWER BOND

	DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	l.s.	\$ 5,000	\$ 5,000
2	Traffic Control	1	l.s.	\$ 5,000	\$ 5,000
3	8" SDR 26 Sanitary Sewer	11	l.f.	\$ 250	\$ 2,750
4	6" SDR 26 Sanitary Sewer	22	l.f.	\$ 200	\$ 4,400
5	Protection of Existing 14" Sewer Inside Existing Storm Drain Structure	1	l.s.	\$ 5,000	\$ 5,000
6	CIPP Lining of Existing 8" Sewer Main	514	l.f.	\$ 100	\$ 51,400
7	Bypass pumping for CIPP Work	1	l.s.	\$ 15,000	\$ 15,000
8	Rehab Ex Manhole at Tie-in	1	l.s.	\$ 4,500	\$ 4,500

TOTAL ESTIMATE FOR BOND \$  
93,050