

RECORDED AT THE REQUEST OF AND
RETURN TO:

Napa Sanitation District
1515 Soscol Ferry Road
Napa, CA 94558

Exempt from Recording Fees
Per G.C. 27383

Re: Stoddard West Apartments

AGREEMENT FOR CAPACITY FEE DEFERRAL
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This Agreement is made and entered into this ____ day of _____, 20____, by and between the Napa Sanitation District, a California special District (hereafter the "District"), and Stoddard Housing, L.P., a California limited partnership company (hereinafter "Owner").

RECITALS

A. Owner will be developing a 50 unit multi-family apartment complex known as Stoddard West Apartments, located within the District's service area, in the City of Napa, California.

B. Stoddard West Apartments will be developed on Assessor's Parcel No.(s) 046-190-052, 345 Gasser Drive and more particularly described in Exhibit A attached hereto.

C. District normally requires the payment of capacity fees prior to the issuance of a building permit for each dwelling unit.

D. The Owner has requested that the District defer the payment of capacity fees on the subject development because the Owner will be constructing fifty (50) affordable housing units within the development, which meets the basic condition of ten percent (10%) inclusionary affordable homes on-site condition required by the City of Napa and District policy.

E. District has determined that the construction of fifty (50) affordable housing units meets the basic affordable housing inclusionary requirement required by the City of Napa and deferral of the payment of capacity fees is allowed per District policy.

AGREEMENT

NOW, THEREFORE, Owner and District, for good and valuable consideration agree as follows:

1. District will, in consideration of Owner's agreement to pay the capacity fees pursuant to section 2 below at a later date, allow Owner to defer payment of the capacity fees beyond the issuance of building permit when they are ordinarily due.
2. Owner shall pay the capacity fees in the amount of \$470,409.57 for Stoddard West Apartments at or prior to the close of escrow for each unit or at the date of occupancy, but in no event shall payment be made later than 18 months from the date of execution of this Agreement.
3. If payments are not received by District at close of escrow, at date of occupancy, or within 18 months from the date of execution of this Agreement, whichever occurred first, Owner shall pay penalties on the unpaid balance at the rate of 1% per month.
4. Owner shall secure from the Owner's lender a letter stating that the capacity charges have been noted as payable and that the funds have been set aside for payment of the charges. The Owner shall submit the letter to the District prior to issuance of the first building permit.
5. This Agreement shall be recorded as a lien against the property, until such time as the capacity fees have been paid.
6. Upon execution of this Agreement by Owner, the requirement for payment of capacity fees prior to the issuance of building permits for Stoddard West Apartments shall be deferred.
7. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and no obligations other than those set forth in this Agreement shall be recognized by or binding upon the parties.

OWNER: Stoddard Housing, L.P.
 790 Sonoma Avenue
 Santa Rosa, CA 94952

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

8. INTERPRETATION The parties agree that they have carefully reviewed this Agreement, have consulted independent counsel if they saw fit or have independently elected not to do so. The doctrine that any ambiguities in a contract are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any

amendments or exhibits hereto. This Agreement shall be interpreted and construed according to the domestic laws of the State of California, without regard to the choice of law doctrine.

9. SEVERABILITY If any part, term, or provision of this Agreement is held by any court 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.

10. MODIFICATION This Agreement may be modified or amended only with the prior written consent of the parties, or their successors in interest. Such modifications and amendments shall be executed with the same formality as this Agreement, shall be recorded, and shall be interpreted as provided in this Agreement.

11. EFFECTIVE DATE This Agreement shall become effective on the date of execution, which shall be deemed to be the date first written above.

12. QUITCLAIM DEED Upon performance of Owner's obligations under this Agreement, District agrees, if requested by Owner, to execute, acknowledge and deliver a quitclaim deed to Owner within thirty (30) days after performance and to execute, acknowledge and deliver any other documents required by any title company to remove the cloud of this Agreement from the title to the Subject Property(s).

* * * * *

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

OWNER:

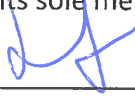
Stoddard Housing, L.P.

A California limited partnership

By: Stoddard Housing LLC,
a California limited liability company,
its general partner

By: Burbank Housing Development Corporation,
a California nonprofit public benefit
corporation, its sole member/manager

By:


Lawrence Florin
Chief Executive Officer

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

APPROVED AS TO FORM:

By:



John Bakker
District Legal Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

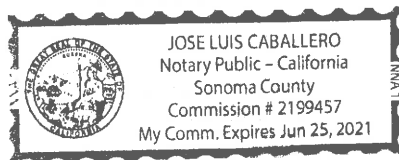
STATE OF CALIFORNIA)

COUNTY OF Sonoma)

On March 6, 2018, before me, Jose Luis Caballero, Notary Public, personally appeared Lawrance Florin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jose Luis Caballero
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Exhibit A

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

PARCEL ONE:

Being a portion of the unsurveyed remainder of the Lands of the Gasser Foundation as described in the Document filed in Book 2003, Series 29983, Napa County Records, being more particularly described as follows:

Beginning at a point on the Northerly line of Tulocay Creek, as shown on the Record of Survey filed in Book 29, Surveys, Page 68, Napa County Records, said point being on the Southerly line of the Napa County Flood Control and Water Conservation District Vacation of Easement filed in Book 892, O.R., Page 12, Napa County Records, said point being at the Southwest corner of Gasser Drive, as described in the Document filed in Book 1996, Series 5917, Napa County Records; thence Westerly along said Northerly line of Tulocay Creek, North 78° 34' 31" West, 242.57 feet to the Southerly corner of the land of the Napa County Flood Control and Water Conservation District as described in the document filed in Book 2004, Series 16287, Napa County Records; thence leaving said Northerly line of Tulocay Creek along the Southerly line of said lands of the Napa County Flood Control and Water Conservation District the following courses and distances: North 40° 59' 45" East, 83.94 feet, North 45° 53' 07" East, 34.28 feet, North 26° 44' 05" East, 50.50 feet, North 25° 16' 29" East, 107.95 feet, North 40° 24' 26" East, 142.80 feet, North 27° 30' 53" East, 144.47 feet, North 47° 13' 09" East, 148.24 feet, North 33° 19' 06" East, 90.41 feet, North 26° 06' 36" East, 83.39 feet, North 33° 51' 31" East, 97.94 feet, North 35° 15' 47" East, 31.62 feet and North 4° 53' 40" West, 16.59 feet to the most Easterly corner of said lands of the Napa County Flood Control and Water Conservation District thence South 31° 59' 48" East, 19.95 feet to a point on the Westerly line of said Gasser Drive; said point being on a curve concave to the Southeast having a radius of 542.00 feet and to which point a radial line bears North 55° 35' 59" West; thence Southerly 64.61 feet along said curve through a central angle of 6° 49' 48"; thence South 27° 34' 13" West, 360.84 feet to the beginning of a curve concave to the Southeast having a radius of 1,042.00 feet; thence Southerly 274.44 feet along said curve through a central angle of 15° 05' 25"; thence South 12° 28' 48" West, 246.22 feet to the point of beginning.

Pursuant to a Lot Line Adjustment on file as disclosed by that certain Grant Deed, recorded July 26, 2004, Instrument No. 2004-0031516, of Official Records.

APN: 046-190-052-000

PARCEL TWO (APN: unassessed):

A portion of Gasser Drive as described in the document filed July 15, 1995, as Instrument No. 1995-015853, Napa County Records, and accepted by the City of Napa by the document filed March 11, 1996 as Instrument No. 1996-005917, Napa County Records, being more particularly

described as "Exhibit D" In that certain Quitclaim Deed, recorded June 23, 2017, Instrument No. 2017-0014226, of Official Records, as follows:

Beginning at the Southwesterly corner of Gasser Drive, as described in the document filed July 19, 1995, as Instrument No. 1995-015853, Napa County Records and accepted by the City of Napa by the document filed March 11, 1996 as Instrument No. 1996-005917, Napa County Records, said point being along the Northerly line of the Tulocay Creek right of way, said point also being at the Southeasterly corner of the lands of the Gasser Foundation, as described in the document filed July 26, 2004 as Instrument No. 2004-0031516, Napa County Records; thence leaving said Northerly line of the Tulocay Creek right of way, along the Northwesterly line of said Gasser Drive, and the Southeasterly line of said lands of the Gasser Foundation, North $12^{\circ} 28' 48''$ East, 246.22 feet to the beginning of a curve concave to the Southeast having a radius of 1,042.00 feet; thence Northeasterly along said curve 274.44 feet through a central angle of $15^{\circ} 05' 25''$; thence North $27^{\circ} 34' 13''$ East, 360.84 feet to the beginning of a curve concave to the Southeast having a radius of 542.00 feet; thence Northeasterly along said curve 58.56 feet through a central angle of $6^{\circ} 11' 24''$; thence leaving said Northwesterly line of Gasser Drive and said Southeasterly line of the lands of the Gasser Foundation on a nontangent line, South $46^{\circ} 41' 26''$ East, 12.19 feet; thence South $20^{\circ} 05' 05''$ East, 12.32 feet; thence South $27^{\circ} 34' 3''$ West, 407.67 feet to the beginning of a curve concave to the Southeast having a radius of 1,018.00 feet; thence Southwesterly along said curve 207.84 feet through a central angle of $11^{\circ} 41' 53''$; thence South $15^{\circ} 52' 20''$ West, 124.15 feet to the beginning of a curve concave to the Southeast having a radius of 2,029.00 feet; thence Southwesterly along said curve 120.13 feet through a central angle of $3^{\circ} 23' 32''$; thence South $12^{\circ} 28' 48''$ West, 62.19 feet to a point on said Northerly line of the Tulocay Creek right of way; thence Northwesterly along said Northerly line of the Tulocay Creek right of way, North, $78^{\circ} 34' 31''$ West, 14.89 feet to the point of beginning.