

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: Caritas Village

<b>AGREEMENT FOR CAPACITY FEE DEFERRAL</b>
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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 Caritas Acquisitions VI, LLC, a California limited liability company (hereinafter "Owner").

**RECITALS**

A. Owner will be developing a 20 unit housing complex with a community building known as Caritas Village, located within the District's service area, in the City of Napa, California.

B. Caritas Village will be developed on Assessor's Parcel No.(s) 004-530-045, 2375 Old Sonoma Rd 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 nineteen (19) 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 nineteen (19) 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 \$179,262 for Caritas Village at or prior to the close of escrow for each lot 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 Caritas Village 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: Caritas Acquisitions VI, LLC.  
3 Park Plaza,  
Suite 1700  
Irvine, CA 92614

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: Caritas Acquisitions VI, LLC.

By:   
Robert R. Redwitz  
Chief Executive Officer

NAPA SANITATION DISTRICT: Napa Sanitation District, a California Special District

By: \_\_\_\_\_  
Scott Sedgley  
Chair, Board of Directors

ATTEST: By: \_\_\_\_\_  
Cheryl Schuh  
Secretary, Board of Directors

APPROVED AS TO FORM:

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

Exhibit A

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

COMMENCING at a point on the Southern line of Old Sonoma Road, said point being the Southeastern corner of the 0.136 acre parcel of land as described in the Deed to the State of California, recorded April 19, 1960 in Book 611 of Official Records at page 71 Napa County Records; thence from said point of commencement South 05° 10' East along the Western line of the parcel of land as described in the Deed to Adolph Patron, Jr. et ux, recorded March 21, 1946 in Book 239 of Official Records at page 301 said Napa County Records 217.35 feet to the Southwestern corner of said Adolph Patron, Jr. et ux, parcel; thence North 84° 50' East along the Southern line of said Adolph Patron, Jr., et ux parcel, 8.00 feet to the Northwestern corner of the parcel of land described as Parcel Two in the Deed to Stefanie Paulo, et al, recorded October 7, 1954 in Book 454 of Official Records at page 519, said Napa County Records; thence South 05° 10' East along the Western line of said Parcel Two 60.00 feet to the Southwestern corner of said Parcel Two; thence South 84° 50' West 128.63 feet more or less to a point on the Western line of the parcel of land as described in the Deed to John J. Freitas, et al, recorded July 30, 1945 in Book 230 of Official Records at page 107, said Napa County Records; thence Northerly along said Western line 222.86 feet more or less to the most Southern corner of the 0.136 acre parcel of land to the State of California herein above referred to; thence along the Southern line of said 0.136 acre parcel the following courses: from a tangent that bears North 58° 46' 12" East along a curve to the left with a radius of 350.00 feet, a central angle of 06° 37' 31" and an arc length of 40.47 feet to a point of reverse curvature and along a curve to the right with a radius of 250.00 feet, a central angle of 21° 16' 00" and an arc length of 92.79 feet to the point of commencement.

APN: 004-530-045

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**



State of California

County of ORANGE

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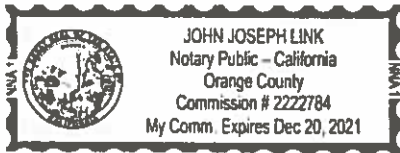
On APRIL 6, 2021 before me, JOHN JOSEPH LINK  
Date Here Insert Name and Title of the Officer

personally appeared ROBERT R. RADOWITZ  
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature: [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: AGREEMENT FOR CAPACITY FEE DEFERENTIAL Document Date: APRIL 6, 2020

Number of Pages: 6 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: ROBERT R. RADOWITZ

- Corporate Officer — Title(s): CEO
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_