

Town of Yountville

6550 Yount Street
Yountville, CA 94599



Town of Yountville

"The Heart of the Napa Valley"

Meeting Agenda - Final

Tuesday, March 21, 2017

5:15 PM

Special Meeting

Town Hall Council Chambers

Yountville Housing Authority

Chairperson John Dunbar
Vice Chair Marita Dorenbecher
Member Margie Mohler
Member Jeffrey Durham
Member Kerri Dorman

1. CALL TO ORDER; CONVENE SPECIAL MEETING AT 5:15 P.M.**2. ROLL CALL****3. PLEDGE OF ALLEGIANCE****4. ADOPTION OF AGENDA****5. APPROVAL OF MINUTES**

- A. [17-1123](#) Approve minutes of the meeting held January 17, 2017.

Attachments: [January 17, 2017 Minutes](#)

6. PUBLIC COMMENT ON ITEMS NOT ON AGENDA

Individuals will be limited to a five-minute presentation. No action will be taken by the Commission as a result of any item presented at this time.

7. CONSENT CALENDAR - NONE**8. ADMINISTRATIVE / REGULAR ITEMS**

- A. [17-1083](#) AFFORDABLE HOUSING LOCAL PREFERENCE POLICY
Discussion and direction regarding resolution amending the Town's Affordable Housing Local Preference Policy.

Attachments: [Proposed Resolution](#)
[Resolution 2387-05](#)

- B. [17-1081](#) AFFORDABLE HOUSING LOCATED AT 27 LANDE WAY
Discussion and direction regarding resolution approving and authorizing the Town Manager to execute agreements related to the sale of the real property located at 27 Lande Way, Yountville.

Attachments: [Proposed Resolution](#)
[Exhibit "A" Purchase and Sale Agreement](#)
[Exhibit "B" Deed of Trust and Assignment of Rents](#)
[Exhibit "C" Promissory Note Secured by Deed of Trust](#)
[Exhibit "D" Lease Restrictions and Option to Purchase Agreement](#)

9. STAFF INFORMATIONAL REPORTS**10. AUTHORITY COMMENTS / REPORTS**

11. ADJOURNMENT



Staff Report

File #: 17-1123, **Version:** 1

Yountville Housing Authority Staff Report

DATE: March 21, 2017

TO: Chair and Members of the Authority

FROM: Michelle Dahme, Town Clerk

TITLE

Approve minutes of the meeting held January 17, 2017.

DISCUSSION/BACKGROUND

Staff requests the Authority approve the minutes of the meeting held January 17, 2017.

ENVIRONMENTAL REVIEW

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3).

FISCAL IMPACT

Is there a Fiscal Impact? N/A

Is it Currently Budgeted? N/A

Where is it Budgeted? N/A

Is it Mandatory or Discretionary? Mandatory

Is there a Staff Resource Impact? N/A

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Indirectly

If yes, Identify Strategic Goal and Objective. 1.0 Leadership; 1.3 Administrative Management

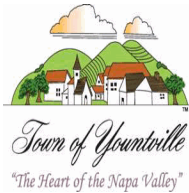
Briefly Explain Relationship to Strategic Plan Goal and Objective. Minutes are required to ensure the Legislative History of Town Council actions is maintained.

ALTERNATIVES

N/A

RECOMMENDATION

Approve minutes of the meeting held January 17, 2017.



Town of Yountville

6550 Yount Street
Yountville, CA 94599

Meeting Minutes - Draft

Yountville Housing Authority

Chairperson John Dunbar
Vice Chair Marita Dorenbecher
Member Margie Mohler
Member Jeffrey Durham
Member Kerri Dorman

Tuesday, January 17, 2017

5:00 PM

Town Hall Council Chambers

Special Meeting

1. CALL TO ORDER; CONVENE SPECIAL MEETING AT 5:00 P.M.

Vice Chair Dorenbecher called the Special Meeting to order at approximately 5:15 p.m.

2. ROLL CALL

Present 4 - Vice Chair Marita Dorenbecher, Member Jeffrey Durham, Member Margie Mohler, and Member Kerri Dorman

Excused 1 - Chairperson John Dunbar

3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was held.

4. ADOPTION OF AGENDA

A motion was made by Member Dorman, seconded by Member Durham to Adopt the Agenda. The motion carried by the following vote:

Aye: 4 - Vice Chair Dorenbecher, Member Durham, Member Mohler, and Member Dorman

Excused: 1 - Chairperson Dunbar

5. ELECTION OF OFFICERS

A. [16-951](#) Election of Officers

A motion was made by Member Dorman, seconded by Member Durham to appoint the Mayor and Vice Mayor as the Chair and Vice Chair of the Yountville Housing Authority. The motion carried by the following vote.

Aye: 4 - Vice Chair Dorenbecher, Member Durham, Member Mohler, and Member Dorman

Excused: 1 - Chairperson Dunbar

6. APPROVAL OF MINUTES

- A. [17-1090](#) Approve minutes of the meeting held January 17, 2017.

Attachments: [January 17, 2017 Minutes](#)

A motion was made by Member Durham, seconded by Member Mohler to approve the minutes. The motion carried by the following vote:

Aye: 3 - Vice Chair Dorenbecher, Member Durham, and Member Mohler

Excused: 1 - Chairperson Dunbar

Abstain: 1 - Member Dorman

7. PUBLIC COMMENT ON ITEMS NOT ON AGENDA

None

8. PRESENTATIONS

- A. [16-973](#) Housing Authority of the City of Napa Annual Report.

Attachments: [Housing Authority Presentation](#)

Andrea Clark, Housing Authority of the City of Napa, presented Annual Report.

Public Comment - None

9. ADMINISTRATIVE / REGULAR ITEMS

- A. [17-1066](#) AFFORDABLE HOUSING LOCATED AT 27 LANDE WAY
Discussion and possible direction regarding options for disposition of the deed restricted affordable single-family dwelling located at 27 Lande Way recently purchased by the Town of Yountville.

Sandra Liston, Planning Director, presented staff report.

Public Comment - None

A motion was made by Member Mohler, seconded by Member Dorman to direct Town staff to return with a Resolution authorizing the Town Manager on behalf of the Town to enter into a Purchase and Sale Agreement with Napa Valley Community Housing for 27 Lande Way. The motion carried by the following vote:

Aye: 4 - Vice Chair Dorenbecher, Member Durham, Member Mohler, and Member Dorman

Excused: 1 - Chairperson Dunbar

- B. [17-1075](#) AFFORDABLE HOUSING LOCAL PREFERENCE POLICY

Discussion and possible direction regarding potential amendments to the Town's Affordable Housing Local Preference Policy.

Attachments: [Resolution 2387-05](#)

Sandra Liston, Planning Director, presented staff report.

Public Comment - None

A motion was made by Member Durham, seconded by Member Dorman to tighten up the Policy. The motion carried by the following vote:

Aye: 4 - Vice Chair Dorenbecher, Member Durham, Member Mohler, and Member Dorman

Excused: 1 - Chairperson Dunbar

10. STAFF INFORMATIONAL REPORTS

None

11. COMMISSIONER COMMENTS / REPORTS

None

12. ADJOURNMENT

Meeting Adjourned.

ATTEST:

Steven R. Rogers, Secretary

Approved by the Yountville Housing Authority:

March 21, 2017



Staff Report

File #: 17-1083, **Version:** 1

Yountville Housing Authority Staff Report

DATE: March 21, 2017
TO: Chair and Members of the Authority
FROM: Sandra Liston, Planning and Building Director

TITLE

Discussion and direction regarding resolution to amend the Town's Affordable Housing Local Preference Policy.

DISCUSSION/BACKGROUND

The Town's Affordable Housing Local Preference Policy is contained in Resolution 2387-05 (attached), approved on July 19, 2005. The policy applies to both ownership and rental housing opportunity in Town and creates a three-tiered priority system. First priority is given to eligible households that live *and* work in the Town. Second priority is given to eligible households that live *or* work in the Town. Third priority is given to all other households. In administering the preference policy, a lottery is used to select applicants. An applicant qualifying for first priority has three opportunities to have his name drawn from the lottery, second priority has two, and third priority has one.

On January 17, 2017 the Yountville Housing Authority held a discussion regarding potential amendments to the Town's policy that would give greater priority to workforce housing. The Housing Authority voted 4-0 (Chair Dunbar excused) to support the proposed policy, but directed staff to "tighten it up". In response, staff eliminated reference to "all other households" from the list of preference categories, but included that group in the lottery as the lowest priority. The Town Attorney reviewed the policy as amended and finds that it is necessary to include an opportunity for "all other applicants" to avoid a discrimination claim under the fair housing laws.

ENVIRONMENTAL REVIEW

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3)

FISCAL IMPACT

Is there a Fiscal Impact? No
Is it Currently Budgeted? N/A
Where is it Budgeted? N/A
Is it Mandatory or Discretionary? Discretionary
Is there a Staff Resource Impact? No

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. 2.0 Community Character; 2.2 Land Use for a Well-Planned Community

Briefly Explain Relationship to Strategic Plan Goal and Objective. Updating the Town's Local Preference Policy addresses the Town's affordable housing needs and concerns.

ALTERNATIVES

Discussion and direction regarding attached resolution.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive public comment.

Conduct Authority discussion on proposed item.

Recommend that the Town Council adopt the resolution approving the Town's Affordable Housing Local Preference Policy.

Town of Yountville

Resolution Number 17-3393

Amending the Town of Yountville's Affordable Housing Local Preference Policy

Recitals

- A. On July 19, 2005, the Town Council adopted Resolution Number 2387-05 Adopting an Affordable Housing Local Preference Policy to implement affordable housing policy and programs in the 2002 Housing Element of the General Plan.
- B. The policy applies to both ownership and rental housing opportunities in Town and creates a three-tiered priority system. First priority is given to eligible households that live and work in the Town. Second priority is given to eligible households that live or work in the Town. Third priority is given to all other households. In administering the policy, a lottery is used to select applicants. An applicant qualifying for first priority has three opportunities to have his name drawn from the lottery, second priority has two, and third priority has one.
- C. In January 2015, the Town Council adopted an updated Housing Element of the General Plan.
- D. At its January 17, 2017 regular meeting, the Town Council directed staff to update the Affordable Housing Local Preference Policy to create additional priority categories that emphasize workforce housing in compliance with the updated Housing element of the General Plan.
- E. Policy 4.6 of the 2015 Housing Element of the General Plan states: "Give priority for new affordable housing units to current town residents and employees within the town." Policy 4.6 is implemented through Program 15 of the 2015 Housing Element of the General Plan which states: "Continue to implement the Town's Local Preference Policy (resolution number 2387-05), which gives priority and additional chances to persons living and/or residing in Yountville for affordable housing sales and rentals."
- F. Adoption of a local preference policy is required to be supported by findings that the policy is non-discriminatory and consistent with the Fair Housing Act and that a legitimate government purpose exists.
- G. The Town Council desires to update the Affordable Housing Local Preference Policy in accordance with the 2015 Housing Element of the General Plan and based upon the findings set forth herein.

Now therefore, the Yountville Town Council of the Town of Yountville does resolve as follows:

- 1. **Findings.** The Yountville Town Council hereby makes the following findings:
 - a. Municipalities in Napa County are facing a jobs/housing imbalance. As the tourist and service industries continue to grow and provide job opportunities, housing costs have significantly increased, making much of the housing in the Napa Valley unaffordable to a large segment of the workforce. The County also faces the adverse consequences of workers commuting to jobs within the Napa Valley on roads designed for limited traffic. The lack of housing affordable to the workforce is impacting the ability of revenue generating businesses to attract employees.

- b. In 2004 the Town of Yountville joined with other members of the Napa Valley Housing Authority to develop local preference policies for new housing developments that would allow a preference for people living and/or working in the local jurisdiction in a manner that does not violate fair housing laws and ensures a fair and open selection process. To that end, a demographic study was commissioned by the Napa Valley Housing Authority that reports on the demographic characteristics of Napa County. That study dated November 3, 2004, was prepared by Keyser Marston Associates, Inc. and is entitled "Demographic Information on Napa Residents and Workers," hereinafter referred to as the Demographic Study. The Demographic Study is incorporated herein by reference.
- c. The Demographic Study collected data about residents and workers in the County as a whole and within various municipalities in the County. Generally, local preference policies are valid if they do not intentionally discriminate against any group protected by the fair housing laws or if they do not have a disparate impact on any group protected by the fair housing laws. The demographic study indicates that a preference policy for households that live and/or work within an individual jurisdiction in Napa County will not have a disparate impact on a protected group. As Tables 3 and 4 in the Demographic Study show, the vast majority of workers in each of the municipalities in Napa County reside in the County although a large percentage reside outside of the municipality in which they work. Commute distance is one method of determining the housing market area or the area that applicants for housing will be drawn from. This data demonstrates that the housing market for Napa County is generally located within the County itself, although those jurisdictions on the North and South ends of the County do see more employees from adjacent counties. The housing market, for the Town in particular where 83% of its workers reside in Napa County, can reasonably be defined as the County itself.
- d. The Town has a higher percentage of residents aged 62 years and older (48%) than Napa County as a whole (18%) and fewer residents under age 18 years (11%) than the County as a whole (24%). The 1200 bed Veteran's Home causes the skew as it accounts for approximately 40% of the Town's total population. The residents of the Veteran's Home are not employed nor do they need the housing opportunities provided by the Town's affordable housing program as they already have housing. Therefore, if the population of the Veteran's Home is excluded from the demographic data, the demographics of the Town more closely match the demographics of the Napa County housing market.
- e. The Town has a lower percentage of residents who are Hispanic (10%) than Napa County as a whole (24%). Again, if the population of the Veteran's Home is excluded from the ethnicity demographic data, the ethnicity demographics of the Town more closely match the demographics of the Napa County housing market. In addition, the local employment base is primarily service jobs in the restaurant and lodging industries. A large percentage of the workforce in the Town is Hispanic and a policy giving preference to workers in the Town will not have a disparate impact on a protected ethnic group.
- f. Table 4 of the Demographic Study indicates that only 16% of the Town's workers are employed in the Town. 84% of the Town's workers commute to other places of employment, the highest commute rate of the municipalities in the County. A local preference policy for workers currently employed in the Town will serve the substantial government purpose of reducing traffic congestion and improving air quality. Such a local preference policy will also serve the substantial governmental purpose of ensuring housing opportunities are available to the workforce of the Town, thus decreasing commuting with all of its attendant detrimental impacts, including environmental degradation and over-use of infrastructure. Additionally, the

local preference policy ensures that businesses essential to the Town's economy continue to locate in the area by providing housing opportunities for the necessary labor pool.

- g. Town employees and other emergency responders are needed to be in close proximity to Town Hall, the Sheriff Station, and the CalFire Department in times of emergencies. Given the commute distances and road blockages that can occur during emergencies, it is desirable for the safety of the community to have employees live within the Town of Yountville. All Town employees are considered emergency service workers in times of emergency and can be required to respond in emergency situations when called upon.
 - h. Given the similar demographics of the municipalities within the County, the fact that the housing market can reasonably be defined as the County itself, and the analysis of the demographic data specific to the Town in the Demographic Study, a preference for households that live and/or work within the Town including Town employees will not have a disparate impact on any protected group by excluding any protected group and will further the above-described substantial and significant governmental purposes served by such a preference.
 - i. A local preference policy that gives preference to Town employees and other emergency responders, households with a member that works in the Town, households located in the Town, households with a member that works in the County, households located in the County, and to all other households will not have a disparate impact on any protected group by excluding any protected group and will further the above-described governmental purposes served by such preference policy.
 - j. A local preference policy that gives preference to Town employees and other emergency responders, households with a member that works in the Town, households located in the Town, households with a member that works in the County, households located in the County, and to all other households complies with the 2015 Housing Element of the General Plan because it gives priority for new affordable housing units to current town residents and employees within the Town and further clarifies the Town's existing local preference policy.
 - k. Given the restricted number of residential units available at a price that is affordable to Town employees, it is desirable to give Town employees an opportunity to purchase or rent affordable housing when it becomes available.
- 2. Based on the foregoing findings, the Town of Yountville hereby adopts the attached Local Preference Policy for Town of Yountville, to be implemented whenever ownership or rental housing opportunities are made available to eligible income households under the Town affordable housing regulations and policies and pursuant to agreement.
 - 3. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Yountville Town Council of the Town of Yountville, State of California, held on this 21st day of March, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme, Town Clerk

DRAFT

LOCAL PREFERENCE POLICY FOR TOWN OF YOUNTVILLE

Applicants for affordable housing units located within the Town of Yountville have the following preference:

1. **Preference.** Based on the findings set forth in Resolution 17-33 adopted by the Town Council on February 21, 2017, the Town establishes the following priority to be used whenever ownership or rental housing opportunities are made available to eligible income households.
 - a. First priority is given to eligible households with a member who is an employee of the Town of Yountville and/or is required for emergency response.
 - b. Second priority is given to eligible households with a member who works within the Town of Yountville.
 - c. Third priority is given to eligible households living within the Town of Yountville.
 - d. Fourth priority is given to eligible households with a member who works within the County of Napa.
 - e. Fifth priority is given to eligible households living within the County of Napa.
2. **Employment.** For purposes of this policy: (1) an applicant will be determined to be an employee of the Town of Yountville if at least one member of the applicant's household is currently employed at least part-time by the Town of Yountville, (2) an applicant will be determined to work within the Town of Yountville if the primary place of employment for at least one member of the applicant's household is located within the Town of Yountville, and (3) an applicant will be determined to work within the County of Napa if the primary place of employment for at least one member of the applicant's household is located within the County of Napa. If the applicant holds more than one job, the "primary place of employment" will be located in the same location as the job providing the greater annual income. If the applicant does not have a fixed place of employment, such as delivery personnel, repairpersons, or similar positions, the "primary place of employment" will be located in the same location where the most time spent employed is located.
3. **Residency.** For purposes of this policy: (1) an applicant will be determined to live within the Town of Yountville if the applicant's primary residence is currently located within the Town of Yountville and the applicant's primary residence has been located in the Town of Yountville for at least three consecutive months preceding the application, and (2) an applicant will be determined to live within the County of Napa if the applicant's primary residence is currently located within the County of Napa and the applicant's primary residence has been located in the County of Napa for at least three consecutive months preceding the application. The applicant must produce evidence of primary residency in the Town of Yountville or the County of Napa. This evidence may be a copy of a deed, lease, rental agreement, rent receipt, utility bill, driver's license, or other documentation that indicates primary residency.
4. **Application.** The developer, the Town of Yountville, and/or its agent shall affirmatively market the development to ensure that all applicants, regardless of eligibility, are aware of the housing opportunity. Complete applications must be submitted.
5. **Determination of Eligibility.** Applicants who have applied for the local preference shall be notified whether their eligibility for the preference has been confirmed. If an applicant is deemed ineligible for the preference, the applicant shall be notified and allowed no less than five days to present

additional evidence verifying the applicant's eligibility for the preference. The applicant may submit the additional in writing or may request a hearing to present the evidence.

6. Lottery. In administering the preference policy, a lottery shall be used to select applicants. All applicants participating in the lottery must meet all the income and family composition qualifying criteria for occupancy in the development regardless of the applicant's preference eligibility. An applicant qualifying for (1)(a) above shall have six opportunities to have his or her name drawn from the lottery. An applicant qualifying for (1)(b) above shall have five opportunities to have his or her name drawn from the lottery. An applicant qualifying for (1)(c) above shall have four opportunities to have his or her name drawn from the lottery. An applicant qualifying for (1)(d) above shall have three opportunities to have his or her name drawn from the lottery. An applicant qualifying for (1)(e) above shall have two opportunities to have his or her name drawn from the lottery. All other applicants shall have one opportunity to have his or her name drawn from the lottery. Preference applicants shall be assigned the most favorable lottery opportunity based on qualification.
7. Employer-Built Housing. If affordable housing is built or sponsored by an employer with no government subsidies, fee waivers, or other types of public agency monetary assistance, the Town Council will consider allowing the employer to set aside some or all of the affordable units for the exclusive occupancy of employees of the employer. The employees must meet all the income and family composition qualifying criteria for occupancy in the development, regardless of the foregoing preference policy. The number of units to be set aside and the form of the affordable housing resale or rental restriction agreement shall be determined on a case-by-case basis.

Town of Yountville
Resolution Number 2387-05

Adopting an Affordable Housing Local Preference Policy

Recitals

A. By adoption of the Housing Element in May 2002, the Town endorsed policies and programs for the provision of affordable housing. The Affordable Housing Opportunities objective to *"Provide increased opportunities for multi-family and affordable workforce housing, and maintain affordability for all income groups"* was further refined by Policy 4.6 to indicate that a local preference is appropriate in the selection process for affordable housing

B. Policy 4.6 of the Housing Element states as follows:

"Give priority for new affordable housing units to current Town residents and employees within the Town."

The carrying out of Policy 4.6 was specified in the Program 21 as follows:

***Program 21:** Require that affordable housing agreements include provisions to give priority to Town residents and employees for rental vacancies and ownership resales.*

Description: The Town will, with the Town Attorney's assistance, develop affordable housing agreements for new affordable units, giving Town residents and employees within the Town priority opportunities to rent such units to the extent legally permissible. The Town will also work with the Napa Valley Housing Authority to determine how best to implement such a restriction.

C. Adoption of a local preference policy is required to be supported by findings that the policy is non-discriminatory and consistent with the Fair Housing Act and that a legitimate governmental purpose exists. The Town desires to adopt a local preference policy in accordance with the Town Housing Element and based upon the findings set forth herein.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

Section 1. Findings. The Town Council hereby makes the following findings:

- (a) Municipalities located within Napa County are facing a jobs housing imbalance. The tourist and service industries continue to grow providing job opportunities at the same time as housing costs have increased significantly, making much of the housing in the Napa Valley unaffordable to the workers in the community. In addition to the lack of housing affordable to a large segment of the workforce in the County, the County also faces the adverse consequences of workers commuting to jobs within the Valley on roads designed for more limited traffic. The lack of housing affordable to the workforce in the various municipalities is impacting the ability of revenue generating businesses to attract employees.
- (b) In an effort to provide housing opportunities for all segments of the community near job opportunities, the Napa Valley Housing Authority researched the possibility of its

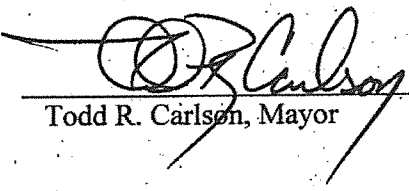
member constituencies, including the Town of Yountville, adopting local preference policies for new housing developments that would allow a preference for people living and/or working in the local jurisdiction in a manner that does not violate fair housing laws and ensures a fair and open selection process. To that end, a demographic study was commissioned by the Napa Valley Housing Authority that reports on the demographic characteristics of Napa County. That study dated November 3, 2004, was prepared by Keyser Marston Associates Inc. and is entitled "Demographic Information on Napa Residents and Workers," hereinafter referred to as the Demographic Study. The Demographic Study is incorporated herein by reference.

- (c) The Demographic Study collected data about residents and workers in the County as a whole and within the various municipalities in the County. Generally, local preference policies are valid if they do not intentionally discriminate against any group protected by the fair housing laws or if they do not have a disparate impact on any group protected by fair housing laws. The Demographic Study indicates that a preference policy for households that live or work within an individual jurisdiction in Napa County will not have a disparate impact on a protected group. As Tables 3 and 4 in the Demographic Study show, the vast majority of workers in each of the municipalities in Napa County reside in the County although a large percentage reside outside of the municipality in which they work. Commute distance is one method of determining the housing market area or the area that applicants for housing will be drawn from. This data demonstrates that the housing market for Napa County is generally located within the County itself, although those jurisdictions on the north and south ends of the County do see more employees from adjacent counties. The housing market, for the Town in particular where 83% of its workers reside in Napa County, can reasonably be defined as the County itself.
- (d) The Town has a higher percentage of residents aged 62 and older (48%) than Napa County as a whole (18%) and fewer residents under 18 years old (11%) than the county (24%). The 1200 bed Veteran's Home causes the skew as it accounts for approximately 40% of the Town's total population. The residents of the Veteran's Home are not employed nor do they need the housing opportunities provided by the Town's affordable housing program as they already have housing. Therefore, if the population of the Veteran's Home is excluded from the demographic data, the demographics of the Town more closely match the demographics of the Napa County housing market.
- (e) The Town has a lower percentage of residents who are Hispanic (10%) than Napa County as a whole (24%). Again, if the population of the Veteran's Home is excluded from the ethnicity demographic data, the ethnicity demographics of the Town more closely match the demographics of the Napa County housing market. In addition, the local employment base is primarily service jobs in the restaurant and lodging industries. A large percentage of the workforce in the Town is Hispanic and a policy giving preference to workers in the Town will make more affordable housing available and will not have a disparate impact on a protected ethnic group.
- (f) Table 4 of the Demographic Study indicates that only 16% of the Town's workers are employed in the Town. 84% of the Town's workers commute to other places of employment, the highest commute rate of the municipalities in the County. A local preference policy for workers currently employed in the Town will reduce traffic

congestion and improve air quality. The policy proposed is designed to achieve a significant governmental purpose of ensuring that housing opportunities are available to the workforce in the Town, thus decreasing commuting with all of its attendant detrimental impacts, including environmental degradation and over use of infrastructure. Additionally the preference policy ensures that businesses essential to the Town's economy continue to locate in the area by providing housing opportunities for the necessary labor pool.

- (g) Given the similar demographics of the municipalities within the County, the fact that the housing market can reasonably be defined as the County itself, and the analysis of the demographic data specific to the Town, a preference for households that live and/or work within the Town will not have a disparate impact on any protected group by excluding any protected group and will further the above-described governmental purposes served by such a preference.

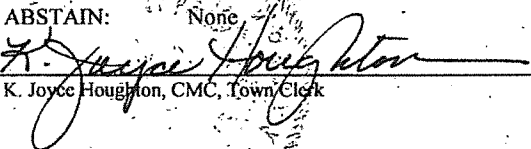
Section 2. Based upon the foregoing findings, the Town adopts the attached Local Preference Policy for Town of Yountville, to be implemented whenever ownership or rental housing opportunities are made available to eligible income households under the Town's affordable housing regulations and policies.


Todd R. Carlson, Mayor

ATTEST:
State of California }
County of Napa } §
Town of Yountville }

I, K. Joyce Houghton, Town Clerk of the Town of Yountville, do hereby certify that the Town Council of the Town of Yountville duly adopted the foregoing Resolution at a regular meeting thereof held on the 19th day of July 2005, by the following vote:

AYES: Dutton, Dunbar, Rosa, and Saucerman
NOES: None
ABSENT: Carlson
ABSTAIN: None


K. Joyce Houghton, CMC, Town Clerk

LOCAL PREFERENCE POLICY FOR TOWN OF YOUNTVILLE

Applicants who live or work within the Town of Yountville will have a preference for housing developed pursuant to the Town's affordable housing regulations in accordance with the following policy:

1. Preference.

Based upon the findings set forth in Resolution Number 2387-05 adopted by the Town Council on July 19, 2005, the Town establishes the following priority to be used whenever ownership or rental housing opportunities are made available to eligible income households:

- a. First priority is given to eligible households that live and work in the Town of Yountville.
- b. Second priority is given to eligible households that live or work in the Town of Yountville.
- c. Third priority is given to all other households.

2. Residency.

For purposes of the policy, an applicant will be determined to live in the Town of Yountville if the applicant has lived in the Town of Yountville for three consecutive months or longer. The applicant must produce evidence of residency in the Town of Yountville. This evidence can be a copy of a deed, lease, rental agreement, rent receipt, utility bill, driver's license, or other documentation that indicates residency.

3. Employment.

For purposes of this policy, an applicant will be determined to work in the Town of Yountville if the primary place of employment for at least one member of the applicant's household is located in the Town of Yountville. If the applicant holds more than one job, the employment in the Town of Yountville must be the job providing the greater percentage of income to the applicant. If the applicant does not have a fixed place of employment, such as delivery personnel, repairpersons, or similar employments, but spends at least 50% of his or her time employed in the Town of Yountville, the applicant will be determined to be employed in the Town of Yountville.

4. Application.

The developer, the Town of Yountville itself, and/or its agent shall affirmatively market the development to ensure that all applicants, regardless of eligibility for the preference, are aware of the housing opportunity. Applicants shall file complete applications with the Napa Valley Housing Authority (NVHA) by a deadline set by NVHA.

5. Determination of Eligibility.

Applicants who have applied for the local live-work preference shall be notified by NVHA whether their eligibility for the preference has been confirmed. If NVHA determines that an applicant is not eligible for the preference, NVHA shall notify the applicant and allow the applicant no less than five days to present additional evidence verifying the applicant's eligibility for the preference. The applicant can submit the additional evidence in writing or may request a hearing to present the evidence. The additional evidence of eligibility shall be presented to NVHA's administrator of housing programs. The administrator of housing programs can consider any evidence he or she thinks is relevant to determining an applicant's eligibility for the preference. The administrator of housing programs shall make a final determination of the applicant's eligibility for the preference based on all the evidence submitted by the applicant within five days of receiving the evidence. The administrator of housing's decision shall be final.

6. Lottery.

In administering the preference policy, a lottery will be used to select applicants. All applicants participating in the lottery must meet all the income and family composition qualifying criteria for occupancy in the development regardless of the applicant's preference eligibility. An applicant qualifying for the local "live and work" preference will have three opportunities to have his or her name drawn from the lottery. An applicant qualifying for the local "live or work" preference will have two opportunities to have his or her name drawn from the lottery. All other applicants will have one opportunity to have their names drawn from the lottery. Preference applicants shall be assigned the most favorable lottery number drawn for the applicant.

7. Employer-Built Housing.

If affordable housing is built or sponsored by an employer with no government subsidies, fee waivers, or other types of public agency monetary assistance, the Town Council will consider allowing the employer to set aside some or all of the affordable units for the exclusive occupancy of employees of the employer meeting all the income and family composition qualifying criteria for occupancy in the development, regardless of the foregoing preference policy. The number of units to be set aside and the form of the affordably housing resale or rental restriction agreement shall be determined on a case by case basis.

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MEMORANDUM

To: Peter Dreier, Napa Valley Housing Authority
Jenny Gomez, Napa Valley Housing Authority
Karen Tiedemann, Goldfarb and Lipman

From: Kate E. Funk

Date: November 3, 2004

Subject: Demographic Information on Napa Residents and Workers

The following document summarizes demographic information on Napa County residents and workers for use in developing preference programs for affordable housing. The jurisdictions of Napa County have expressed an interest in looking into programs to give preference or priority to households that either already live or work in the local community. Since preference programs must stand up to scrutiny in light of fair housing laws, an understanding of the demographic profile of Napa residents and workers can help inform the design, implementation or administration of such programs.

All the data on existing conditions is drawn from the U.S. Census 2000. Information is presented for the five cities of Napa County, the unincorporated County area, and Napa County overall. Since a significant share of workers in Napa County live in Solano County, information is also provided for Solano County as a whole, and for Vallejo and Fairfield specifically.

The Census collects information from people by place of their residence and asks people about where they work. The Census then recomputes the information to provide tabulations on where workers in a jurisdiction live. Thus, we know about commute relationships, but the Census does not provide demographic information on workers by place of work per se. In

CELEBRATING 30 YEARS OF SERVICE TO OUR CLIENTS

To: Peter Dreier, Jenny Gomez, and Karen Tiedemann
Subject: Demographic Information on Napa Residents and Workers

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other words, we know what share of workers in each Napa jurisdiction live in the various neighboring counties, but we do not have information on the age, household size, race or ethnicity of these workers. The best we can say is that if 20% of the workers come from Solano County, then 20% of the workers are likely to have a demographic profile similar to the residents of Solano County. Similarly, if we know a significant share of workers in American Canyon live in Vallejo, we can be mindful of the demographics of Vallejo in the design and implementation of a program that includes preferences for workers in American Canyon.

The Demographics of Napa Residents

Table 1 provides information on the residents of the various Napa jurisdictions and the County overall. The data cover the factors that could be relevant to housing - age composition, percent of households with children, and distribution by race and ethnicity.

Key findings of interest are:

Age

- The age distribution in Napa County does not vary significantly by jurisdiction, with the exception of Yountville, where residents are much older, on average. Whereas 24% of all Napa County residents are under 18 years old, in Yountville, only 11% of residents are under 18 years.
- In turn, while only 18% of Napa County residents are 62 years and older, in Yountville, almost half of the population (48%) is 62 years or older. The 1,200-bed veteran's home located in Yountville causes the skew as it accounts for about 40% of Yountville's total population.

Households with Children

- American Canyon's households are more likely to have children under 18 years old compared to Napa County as a whole, while Yountville's households are less likely. In Napa County, 34% of households contain children under 18 years old; in American Canyon, 44% of households do.

Race and Ethnicity

- American Canyon is significantly more racially diverse than other areas of Napa County. American Canyon's population is 59% white, while Napa County is 80% white. About 16% of American Canyon's population is Asian, while 7% is Black/African American. In comparison, 3% of Napa County is Asian, and 1% is Black/African American.

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- Calistoga has a larger Hispanic/Latino population relative to the rest of Napa County. Calistoga's population is 38% Hispanic/Latino, while Napa County overall is 24% Hispanic/Latino. Yountville's population is only 10% Hispanic/Latino.

Workers in Napa and Commute Relationships

Tables 2 through 5 provide information on workers in various Napa jurisdictions and where they commute from. If preferences are to be offered to workers, then the jurisdiction needs to be aware of its housing market area, which is a function of the extent to which its workers commute from other jurisdictions and the distances these workers are traveling. Finally, as explained in the introduction, we do not have demographic information on the workers per se, but must draw conclusions based on the demographics of where the workers now live.

Housing Market Area

A housing market area is loosely defined as the area from which a majority of those seeking housing will look for the housing. KMA consulted a number of texts and handbooks for a precise definition or one that might put forth precise percentages but found mostly general descriptions. For example the Urban Land Institute's (ULI) Residential Development Handbook has a section on market areas and market studies that contains language like the following: "Target market areas define the location where most logical demand for a contemplated housing project exists. Various factors are considered in delineating a target market area" and goes on to talk about commute times, price structure, physical barriers, and so forth. The ULI Handbook does define a primary target market area as "where the strongest potential demand is anticipated. Typically 50 to 75% of the buyers or renters for a given project come from the primary target market area."

Place of work is a major demand factor. Most people prefer to live near their place of work, all other factors being equal (price of housing, quality of schools, etc.). Multiple workers in the household working in dispersed locations does complicate the equation, but that aside, workers who now commute are a source of demand for local housing. For a range of public policy reasons, local jurisdictions want to facilitate local workers' ability to live in the local community.

Key Findings About Workers

- Table 2 provides an historical overview of commute patterns to Napa County. The number and percent of Napa County workers who commute from outside of the County has increased significantly over the past 40 years. In 1960, only 6% of county workers lived outside of Napa; by 2000, 26% of county workers did. Many of the workers commuting into Napa County live in Solano or Sonoma counties, 14% and 5%,

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respectively. In addition, the number of workers commuting from Contra Costa County doubled over the 1990s, although it still represents less than 2% of Napa workers. No other county accounts for more than 1% of Napa workers.

- Table 3 presents the workers in the City of American Canyon and the City of Napa. We have aggregated the place of residence by county, so it can be seen that 55% of American Canyon workers come from various places within Napa County, while 35% come from Solano County, predominantly Vallejo. In the City of Napa, 75% of the workers live somewhere within Napa County, and only 15% come from Solano County.
- Table 4 summarizes the findings for the Up Valley cities of Yountville, St. Helena and Calistoga. In Yountville and St. Helena, 83% of the workers come from somewhere in Napa County. In Calistoga, the percent of workers who live in Napa County drops to 75% and Sonoma accounts for 15% (which is not surprising given the commute access).
- Table 5 presents the unincorporated area of Napa County. The percent of workers from somewhere in Napa is 72% with Solano accounting for another 14%. From the Table 3 data, we can assume that workers in the unincorporated area south of Napa city, particularly the Airport Industrial Area, look like a hybrid of American Canyon and Napa city, or say 65% from somewhere in Napa County and 25% Solano County.

Conclusions

In general, we believe that when 70% or more of the workers come from Napa County, the county represents the housing market area. Only in the cases of American Canyon and unincorporated Napa County south of the City of Napa do we have a housing market that includes workers who now live in Solano County to a significant degree. Thus, if these areas wish to implement a preference based on workers, the demographics of Solano County should be considered when designing a program that does not violate fair housing laws.

The workers in all other Napa jurisdictions tend to already live in Napa County somewhere (where demographic characteristics do not vary much from one place to another); therefore, housing preferences for local workers would be of less concern.

Solano County Demographics

In the demographics section (Table 1), we determined that the demographics of American Canyon differ from the rest of Napa County in that the city is more diverse, has more households with children, and is younger on average. As shown in Table 6, the demographics of Solano County are very similar to those of American Canyon. In Solano County, 45% of households have children under 18, compared to American Canyon's 44%. In general, the

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racial composition of Solano County is similar to American Canyon's, although Solano County has a slightly higher percentage of people identifying themselves as Black/African-American. The age profiles are also similar, although American Canyon does have a higher percentage of households with individuals 65 years or older (29% of American Canyon households versus 20% of Solano County households).

Additional Information

1. Place of Work for Napa County Residents

Appendix Tables A and B contain information regarding the places of work for Napa County resident workers. The key finding of these tables is that most (80%) resident workers of Napa County work somewhere within the County. Only 20% of resident workers work outside of the County. Again, American Canyon's resident workers differ from the rest of the County's in that they are much more likely to work outside of the County.

2. ABAG Projections

Appendix Table C summarizes ABAG's projections for total jobs by jurisdiction and for the County overall. Key findings are:

- The Association of Bay Area Governments (ABAG) projects that Napa County will experience strong job growth through 2015, with growth slowing afterwards. By 2030, ABAG projects that Napa County will have 22,000 new jobs, a 33% increase over the 2000 level.
- Most of the new growth will occur in Napa City, although American Canyon and the Unincorporated Areas will also see significant growth. ABAG projects that Napa City will gain 13,000 new jobs by 2030. American Canyon can expect 4,400 new jobs, which would double the current level. The Unincorporated Areas will see 3,700 new jobs, but will represent a declining share of all jobs in Napa County.

TABLE 1
RESIDENT DEMOGRAPHICS: PROFILE OF NAPA COUNTY AND CITIES
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY

| | Napa County | | American Canyon | | Napa City | | Yountville | | St. Helena | | Calistoga | | Unincorporated | |
|---|-------------|---------|-----------------|---------|-----------|---------|------------|---------|------------|---------|-----------|---------|----------------|---------|
| | Number | Percent | Number | Percent | Number | Percent | Number | Percent | Number | Percent | Number | Percent | Number | Percent |
| Total Population | 124,279 | 100% | 9,774 | 100% | 72,585 | 100% | 2,916 | 100% | 5,950 | 100% | 5,190 | 100% | 27,864 | 100% |
| Age | | | | | | | | | | | | | | |
| Under 18 | 29,998 | 24% | 2,776 | 28% | 18,670 | 26% | 325 | 11% | 1,494 | 25% | 1,208 | 23% | 5,525 | 20% |
| 62 and Over | 22,019 | 18% | 1,532 | 16% | 11,590 | 16% | 1,403 | 48% | 1,165 | 20% | 1,142 | 22% | 5,187 | 19% |
| Households with Children Under 18 Years | 15,606 | 34% | 1,397 | 44% | 9,671 | 36% | 195 | 19% | 777 | 33% | 636 | 31% | 2,930 | 11% |
| Households with Individuals 65 years and over | 12,652 | 28% | 918 | 29% | 7099 | 26% | 388 | 37% | 757 | 32% | 727 | 36% | 2,763 | 10% |
| Race | | | | | | | | | | | | | | |
| White | | 80% | | 59% | | 80% | | 92% | | 82% | | 77% | | 78% |
| Black or African American | | 1% | | 7% | | 1% | | 1% | | 0% | | 0% | | 1% |
| Asian | | 3% | | 16% | | 2% | | 1% | | 1% | | 1% | | 3% |
| Other | | 12% | | 11% | | 14% | | 4% | | 14% | | 19% | | 13% |
| Two or More Races | | 4% | | 7% | | 4% | | 2% | | 3% | | 3% | | 4% |
| | | 100% | | 100% | | 100% | | 100% | | 100% | | 100% | | 100% |
| Ethnicity | | | | | | | | | | | | | | |
| Hispanic/Latino | | 24% | | 18% | | 27% | | 10% | | 28% | | 38% | | 26% |

Source: 2000 US Census; Keyser Marston

**TABLE 2
WORKERS COMMUTING TO NAPA COUNTY
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY**

| <u>County of Residence</u> | <u>1960</u> | <u>1970</u> | <u>1980</u> | <u>1990</u> | <u>2000</u> |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| San Francisco | 0 | 77 | 14 | 117 | 237 |
| San Mateo | 0 | 11 | 18 | 0 | 141 |
| Santa Clara | 0 | 75 | 74 | 34 | 161 |
| Alameda | 0 | 235 | 72 | 211 | 340 |
| Contra Costa | 0 | 253 | 343 | 453 | 1,094 |
| Solano | 1,000 | 2,958 | 2,846 | 5,492 | 8,256 |
| Napa | 17,000 | 20,295 | 31,808 | 37,464 | 44,341 |
| Sonoma | 0 | 470 | 1,238 | 2,026 | 3,030 |
| Marin | 0 | 115 | 104 | 189 | 380 |
| Bay Area | 18,000 | 24,489 | 36,517 | 45,986 | 57,980 |
| Neighboring Counties | | | 381 | 821 | 1,543 |
| Other Locations* | | | | | 352 |
| Total Workers in Napa | 18,000 | 24,489 | 36,898 | 46,807 | 59,875 |
| Total Who Live Outside of Napa County | 1,000 | 4,194 | 5,090 | 9,343 | 15,534 |
| Percent of Napa Workers who Live Outside County | 6% | 17% | 14% | 20% | 26% |

* "Out-of-town" business persons who worked in the Bay Area during the Census reference week, March 2000.

Source: MTC County-to-County Commuting in the Bay Area, 1960-2000. Based on data from the US Census Bureau.

TABLE 3
WORKERS IN SOUTHERN NAPA COUNTY CITIES BY PLACE OF RESIDENCE
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY

| | <u>American Canyon</u> | | <u>Napa City</u> | |
|-----------------------------|------------------------|----------------|------------------|----------------|
| | <u>Number</u> | <u>Percent</u> | <u>Number</u> | <u>Percent</u> |
| Total Workers | 1,648 | | 29,166 | |
| Place of Residence | | | | |
| American Canyon | 400 | 24% | 700 | 2% |
| Napa City | 410 | 25% | 17,000 | 58% |
| All Other Napa County | 94 | 6% | 4,115 | 14% |
| <i>Napa County</i> | 904 | 55% | 21,815 | 75% |
| Vallejo | 335 | 20% | 2,040 | 7% |
| Fairfield | 80 | 5% | 1,050 | 4% |
| Vacaville | 75 | 5% | 615 | 2% |
| All Other Solano County | 79 | 5% | 725 | 2% |
| <i>Solano County</i> | 569 | 35% | 4,430 | 15% |
| Sonoma County | 53 | 3% | 1,130 | 4% |
| All Other Counties | 122 | 7% | 1,791 | 6% |

Notes:

(1) The data presented in these tables are from the US Census. The US Census rounds each entry to the nearest multiple of 5; 1-7 is rounded to 4 and 0 is kept 0. The US Census does not present these data for places with fewer than 2,500 residents.

TABLE 4
WORKERS IN NORTHERN NAPA COUNTY CITIES BY PLACE OF RESIDENCE
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY

| | <u>Yountville</u> | | <u>St. Helena</u> | | <u>Calistoga</u> | |
|------------------------------------|-------------------|----------------|-------------------|----------------|------------------|----------------|
| | <u>Number</u> | <u>Percent</u> | <u>Number</u> | <u>Percent</u> | <u>Number</u> | <u>Percent</u> |
| Total Workers | 1,703 | | 5,043 | | 2,418 | |
| Place of Residence | | | | | | |
| Yountville | 265 | 16% | 85 | 2% | 20 | 1% |
| St. Helena | 70 | 4% | 1,170 | 23% | 80 | 3% |
| Calistoga | 15 | 1% | 245 | 5% | 1,030 | 43% |
| Angwin | 40 | 2% | 165 | 3% | 70 | 3% |
| (1) <i>Total North Napa County</i> | 390 | 23% | 1,665 | 33% | 1,200 | 50% |
| Napa City | 815 | 48% | 1,410 | 28% | 380 | 16% |
| American Canyon | 15 | 1% | 30 | 1% | 10 | 0% |
| <i>Total South Napa County</i> | 830 | 49% | 1,440 | 29% | 390 | 16% |
| (2) Unincorporated Napa County | 190 | 11% | 1,080 | 21% | 235 | 10% |
| All of Napa County | 1,410 | 83% | 4,185 | 83% | 1,825 | 75% |
| Solano County | 228 | 13% | 180 | 4% | 39 | 2% |
| Sonoma County | 39 | 2% | 263 | 5% | 354 | 15% |
| All Other Counties | 26 | 2% | 415 | 8% | 200 | 8% |

Notes:

- (1) Does not include unincorporated areas, except Angwin where specified.
(2) Except Angwin.
The data presented in these tables are from the US Census. The US Census rounds each entry to the nearest multiple of 5; 1-7 is rounded to 4 and 0 is kept 0. The US Census does not present these data for places with fewer than 2,500 residents.

TABLE 5
WORKERS IN UNINCORPORATED NAPA COUNTY BY PLACE OF RESIDENCE
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY

| | <u>Unincorporated Areas</u> | |
|------------------------------------|-----------------------------|----------------|
| | <u>Number</u> | <u>Percent</u> |
| Total Workers | 19,716 | |
| Place of Residence | | |
| Yountville | 215 | 1% |
| St. Helena | 780 | 4% |
| Calistoga | 490 | 2% |
| Angwin | 1,315 | 7% |
| (1) <u>Total North Napa County</u> | <u>2,800</u> | <u>14%</u> |
| Napa City | 6,555 | 33% |
| American Canyon | 384 | 2% |
| <u>Total South Napa County</u> | <u>6,939</u> | <u>35%</u> |
| (2) Unincorporated Napa County | 4,465 | 23% |
| All of Napa County | 14,204 | 72% |
| Solano County | 2,803 | 14% |
| Sonoma County | 1,179 | 6% |
| All Other Counties | 1,530 | 8% |

Notes:

(1) Does not include unincorporated areas, except Angwin where specified.

(2) Except Angwin.

The data presented in these tables are from the US Census. The US Census rounds each entry to the nearest multiple of 5; 1-7 is rounded to 4 and 0 is kept 0.

TABLE 6
RESIDENT DEMOGRAPHICS: PROFILE OF SOLANO COUNTY AND SELECTED CITIES
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY

| | Solano County | | Fairfield | | Vallejo | |
|------------------------------------|---------------|---------|-----------|---------|---------|---------|
| | Number | Percent | Number | Percent | Number | Percent |
| Total Population | 394,542 | 100% | 96,178 | 100% | 116,760 | 100% |
| Age | | | | | | |
| Under 18 | 111,852 | 28% | 28,659 | 30% | 32,219 | 28% |
| 62 and Over | 44,779 | 11% | 10,394 | 11% | 15,392 | 13% |
| Households with Children | | | | | | |
| Under 18 Years | 58,196 | 45% | 14,788 | 48% | 16,771 | 42% |
| Households with Individuals | | | | | | |
| 65 years and over | 26,293 | 20% | 5,731 | 19% | 9,384 | 24% |
| Race | | | | | | |
| White | | 56% | | 56% | | 36% |
| Black or African American | | 15% | | 15% | | 24% |
| Asian | | 13% | | 11% | | 24% |
| Other | | 10% | | 11% | | 10% |
| Two or More Races | | 6% | | 7% | | 7% |
| | | 100% | | 100% | | 100% |
| Ethnicity | | | | | | |
| Hispanic/Latino | | 18% | | 19% | | 16% |

Source: 2000 US Census; Keyser Marston Associates, Inc.

APPENDIX TABLE A
LOCATION OF JOBS FOR NAPA COUNTY RESIDENTS
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY

| Residents Who Work | Napa County | American Canyon | Napa City | Yountville | St. Helena | Calistoga | Unincorporated |
|--|-------------|-----------------|-------------|------------|------------|------------|----------------|
| | 57,993 100% | 4,164 100% | 33,743 100% | 974 100% | 2,748 100% | 2,290 100% | 13,474 100% |
| Residents who Live and Work in Same Place (1) | 21,146 37% | 421 10% | 17,002 50% | 263 27% | 1,170 43% | 1,028 45% | 1,262 9% |
| Residents who Work Outside of Place of Residence, but within Napa County | 23,195 40% | 1,116 27% | 9,573 28% | 575 59% | 1,232 45% | 968 42% | 9,731 72% |
| Residents who work outside of Napa County | 12,820 22% | 2,627 63% | 7,051 21% | 131 13% | 305 11% | 294 13% | 2,412 18% |

(1) For Napa County, this is the number of Napa County residents who live and work in the same town; people who live in one town and work in another town, even if they are both within Napa County, are not included. Also, this number does not include anyone who lives and works in an unincorporated area of Napa County except Angwin or Deer Park.

Source: U.S. Census 2000, Keyser Marston Associates.

**APPENDIX TABLE B
WORKING RESIDENTS: AVERAGE ONE-WAY COMMUTE TIMES, 2000 AND 1990
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY**

| | Napa County | American Canyon | Napa City | Yountville | St. Helena | Calistoga | Unincorporated |
|--|--------------------|-------------------|--------------------|-----------------|-------------------|-------------------|--------------------|
| 2000 | | | | | | | |
| Under 30 minutes | 37,437 65% | 2,152 52% | 22,550 67% | 695 71% | 1,935 70% | 1,668 73% | 8,437 63% |
| 30 to 44 minutes | 8,614 15% | 769 18% | 5,236 16% | 111 11% | 363 13% | 254 11% | 1,881 14% |
| 45 minutes or longer | 8,427 15% | 1,106 27% | 4,774 14% | 102 10% | 229 8% | 248 11% | 1,968 15% |
| Worked at Home | 2,915 5% | 137 3% | 1,183 4% | 66 7% | 221 8% | 120 5% | 1,188 9% |
| Total | 57,393 100% | 4,164 100% | 33,743 100% | 974 100% | 2,748 100% | 2,290 100% | 13,474 100% |
| 1990 | | | | | | | |
| Under 30 minutes | 35,698 69% | 1,791 50% | 20,511 71% | 663 80% | 1,805 78% | 1,349 70% | 9,579 69% |
| 30 to 44 minutes | 7,238 14% | 664 19% | 4,258 15% | 70 8% | 234 10% | 240 12% | 1,772 13% |
| 45 minutes or longer | 6,745 13% | 1,054 30% | 3,557 12% | 88 11% | 147 6% | 237 12% | 1,662 12% |
| Worked at Home | 1,892 4% | 55 2% | 687 2% | 11 1% | 131 6% | 106 5% | 902 6% |
| Total | 51,573 100% | 3,564 100% | 29,013 100% | 832 100% | 2,317 100% | 1,932 100% | 13,915 100% |
| 1990-2000 | | | | | | | |
| Overall Growth in Working Residents | 11% | 17% | 16% | 17% | 19% | 19% | -3% |
| Growth in Commutes Longer than 30 minutes | 22% | 9% | 28% | 35% | 55% | 5% | 12% |
| Growth in Commutes Shorter Than 30 minutes | 5% | 20% | 10% | 5% | 7% | 24% | -12% |
| Growth in Working at Home | 54% | 149% | 72% | 500% | 69% | 13% | 32% |

Source: US Census, 2000. Keyser Marston Associates.

**APPENDIX TABLE C
ABAG PROJECTIONS 2003: PROJECTED TOTAL JOBS BY JURISDICTION
NAPA HOUSING PREFERENCE STUDY
NAPA VALLEY HOUSING AUTHORITY**

| Year | Napa County | | American Canyon | | Napa City | | Yountville | | St. Helena | | Calistoga | | Unincorporated | |
|------|-------------|--------------|-----------------|--------------|-----------|--------------|------------|--------------|------------|--------------|-----------|--------------|----------------|--------------|
| | Number | County Share | Number | County Share | Number | County Share | Number | County Share | Number | County Share | Number | County Share | Number | County Share |
| 2000 | 66,840 | 100% | 4,220 | 6% | 31,660 | 47% | 2,420 | 4% | 6,060 | 9% | 3,040 | 5% | 19,440 | 29% |
| 2005 | 72,250 | 100% | 5,160 | 7% | 34,590 | 48% | 2,450 | 3% | 6,140 | 8% | 3,280 | 5% | 20,630 | 29% |
| 2010 | 77,230 | 100% | 6,660 | 9% | 37,070 | 48% | 2,490 | 3% | 6,220 | 8% | 3,310 | 4% | 21,480 | 28% |
| 2015 | 82,320 | 100% | 7,530 | 9% | 40,330 | 49% | 2,580 | 3% | 6,300 | 8% | 3,390 | 4% | 22,190 | 27% |
| 2020 | 85,190 | 100% | 7,990 | 9% | 42,210 | 50% | 2,620 | 3% | 6,330 | 7% | 3,430 | 4% | 22,610 | 27% |
| 2025 | 87,070 | 100% | 8,290 | 10% | 43,540 | 50% | 2,630 | 3% | 6,330 | 7% | 3,440 | 4% | 22,840 | 26% |
| 2030 | 88,990 | 100% | 8,590 | 10% | 44,840 | 50% | 2,650 | 3% | 6,330 | 7% | 3,460 | 4% | 23,120 | 26% |

Incremental Growth by Period

| | Napa County | | American Canyon | | Napa City | | Yountville | | St. Helena | | Calistoga | | Unincorporated | |
|-------------|-------------|---------|-----------------|---------|-----------|---------|------------|---------|------------|---------|-----------|---------|----------------|---------|
| | Number | Percent | Number | Percent | Number | Percent | Number | Percent | Number | Percent | Number | Percent | Number | Percent |
| 2000 - 2005 | 5,410 | 8% | 940 | 22% | 2,930 | 9% | 30 | 1% | 80 | 1% | 240 | 8% | 1,190 | 6% |
| 2005 - 2010 | 4,980 | 7% | 1,500 | 29% | 2,480 | 7% | 40 | 2% | 80 | 1% | 30 | 1% | 850 | 4% |
| 2010 - 2015 | 5,090 | 7% | 870 | 13% | 3,260 | 9% | 90 | 4% | 80 | 1% | 80 | 2% | 710 | 3% |
| 2015 - 2020 | 2,870 | 3% | 460 | 6% | 1,880 | 5% | 40 | 2% | 30 | 0% | 40 | 1% | 420 | 2% |
| 2020 - 2025 | 1,880 | 2% | 300 | 4% | 1,330 | 3% | 10 | 0% | - | 0% | 10 | 0% | 230 | 1% |
| 2025 - 2030 | 1,920 | 2% | 300 | 4% | 1,300 | 3% | 20 | 1% | - | 0% | 20 | 1% | 280 | 1% |
| 2000 - 2030 | 22,150 | 33% | 4,370 | 104% | 13,180 | 42% | 230 | 10% | 270 | 4% | 420 | 14% | 3,680 | 19% |

Source: ABAG Projections 2003



Staff Report

File #: 17-1081, **Version:** 1

Yountville Housing Authority Staff Report

DATE: March 21, 2017

TO: Chair and Members of the Authority

FROM: Sandra Liston, Planning and Building Director & Gary Bell, Town Attorney

TITLE

Discussion and direction regarding resolution approving and authorizing the Town Manager to execute agreements related to the sale of the real property located at 27 Lande Way, Yountville.

DISCUSSION/BACKGROUND

On September 20, 2016, the Town Council approved Resolution 16-3372 authorizing the Town Manager on behalf of the Town to exercise an option to purchase the real property located at 27 Lande Way in Yountville. The option to purchase resulted from the property owner being in default of the owner occupancy requirement of the Resale Restriction and Option to Purchase Agreement with the Town.

On November 22, 2016, the Town of Yountville entered into a Real Property Purchase and Sale Agreement and Joint Escrow Instructions with Mr. David Lamonica for the purchase of the real property. On January 5, 2017, the Town of Yountville became the fee owner.

The Resale Restriction and Option to Purchase between the Town of Yountville and Mr. Lamonica encumbered the property, and among other things, (1) ensured that it was available to certified households as an “affordable unit” and (2) granted the Town the option to purchase the real property under certain circumstances.

Sale of Property to Napa Valley Community Housing

Napa Valley Community Housing (NVCH) is a local housing partner and a California nonprofit corporation that develops, preserves, and manages affordable units in Napa County, including in the Town of Yountville. The Town desires for 27 Lande Way to maintain its character as an “affordable unit” with the option to purchase the real property under certain circumstances. The Town intends to sell the real property to NVCH in accordance with the attached four documents, more fully described below.

Agreement for Purchase and Sale and Joint Escrow Instructions. This agreement effectuates the sale of 27 Lande Way to NVCH for \$296,300, of which \$60,000 is a loan from the Town to NVCH secured by a separate Deed of Trust and a separate Promissory Note discussed below. Escrow opens within three days of executing the agreement and must close no later than July 1, 2017 unless extended by mutual agreement of the parties. NVCH is required to obtain a Preliminary ATLA Title Report at its own expense. The closing of escrow is contingent upon the following:

- a. The delivery and recording of a grant deed conveying 27 Lande Way to NVCH;
- b. The furnishing to NVCH at the closing of a title insurance policy in the full amount of the

purchase price, insuring that title to the property is vested in NVCH in accordance with the agreement; and

- c. NVCH's approval, in its sole discretion, of the roof inspection report and termite report for 27 Lande Way as authorized in the agreement.

NVCH will have the right to access and inspect the property during escrow. The property is ultimately conveyed to NVCH "as is" without representations or warranties of any kind.

Promissory Note Secured by Deed of Trust. This agreement contains the terms of the loan between the Town and NVCH of \$60,000 towards the down payment on the property. The term of the loan is 25 years with repayment of \$200 per month interest free until the loan is repaid. Default under the agreement - including failure to make the \$200 monthly payment - will cause the total remaining balance to be immediately due and payable with 10% interest per year.

Deed of Trust and Assignment of rents. This agreement secures the promissory note described above. Pursuant to the agreement, 27 Lande Way is held "in trust" by a trustee to ensure repayment of the \$60,000 loan from the Town to NVCH. The deed of trust will be subordinate to the primary mortgage on the property to be secured by NVCH. Among other provisions, the agreement requires NVCH to maintain the property, pay all taxes and utility charges, maintain insurance on the property, and authorizes the Town to enter the property for reasonable inspections. The agreement includes other provisions ensuring repayment of the loan and accelerating repayment in the event of default or breach of its terms.

Lease Restrictions and Option to Purchase Agreement. This agreement places deed restrictions on 27 Lande Way for a period of 50 years. It requires NVCH to lease the property only to tenants whose income does not exceed a maximum household income of 100% of the median income for a family of four in Napa County. It also requires NVCH to give preference to income-qualified tenants according to the Town's Local Preference Policy. If and when NVCH no longer wishes to lease and/or own the property, the Town has the option to purchase the property at an affordable price upon notice from NVCH. The Town is not required to exercise the option but may do so if it wishes.

ENVIRONMENTAL REVIEW

Categorically Exempt per California Environmental Quality Act (CEQA) Guideline; Class 1, Existing Facilities

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it Currently Budgeted? Yes

Where is it Budgeted? Affordable Housing Opportunities Program

Is it Mandatory or Discretionary? Discretionary

Is there a Staff Resource Impact? Nominal

STRATEGIC PLAN GOAL

Is item Identified in Strategic Plan? Yes

If yes, Identify Strategic Goal and Objective. 2.0 Community Character; 2.2 Land Use for a Well-Planned Community

Briefly Explain Relationship to Strategic Plan Goal and Objective. Efforts to maintain the Town's affordable housing stock benefit the community as a whole.

ALTERNATIVES

Discuss the provide direction regarding the attached resolution.

RECOMMENDATION

Receive staff report and direct questions to staff.

Receive public comment.

Conduct Authority discussion on proposed item.

Recommend that the Town Council adopt resolution approving and authorizing the Town Manager to execute agreements related to the sale of the real property located at 27 Lande Way, Yountville.

Town of Yountville

Resolution Number 17-3395

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YOUNTVILLE APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENTS RELATED TO THE SALE OF THE REAL PROPERTY LOCATED AT 27 LANDE WAY IN YOUNTVILLE, CALIFORNIA

Recitals

- A. On November 22, 2016, the Town of Yountville entered into a “Real Property Purchase and Sale Agreement and Joint Escrow Instructions” with Mr. David J. LaMonica for the purchase of that certain real property located at 27 Lande Way in Yountville, California (hereinafter “27 Lande Way”);
- B. On January 5, 2017, the Town of Yountville became the fee owner of 27 Lande Way;
- C. A Resale Restrictions and Option to Purchase Agreement between the Town of Yountville and Mr. David J. LaMonica previously encumbered 27 Lande Way which, among other things, ensured the real property was available to certified households as an “affordable unit” and granted the Town of Yountville the option to purchase the real property under certain circumstances;
- D. The Town Council desires for 27 Lande Way to maintain its character as an “affordable unit” with the option to purchase the real property under certain circumstances;
- E. Napa Valley Community Housing is a California nonprofit corporation which develops, preserves, and manages affordable units in Napa County including in the Town of Yountville;
- F. The Town Council desires to loan Napa Valley Community Housing \$60,000 from the Housing Opportunity Program (01-1500) towards a down payment for the purchase of 27 Lande Way, secured by the “Deed of Trust and Assignment of Rents” and the “Promissory Note Secured by Deed of Trust” more fully described below;
- G. The Town Council desires to sell 27 Lande Way to Napa Valley Community Housing with the conditions and in accordance with the attached documents more fully described below.
- H. Transaction proceeds in the amount of \$125,000 from the sale of 27 Lane Way shall be restored to the budget contingency fund.

Now therefore, the Town Council of the Town of Yountville does resolve as follows:

- 1. The Recitals above are true and correct and incorporated herein by reference.
- 2. The Town Manager is hereby authorized and directed to execute on behalf of the Town of Yountville the following documents effectuating the sale of 27 Lande Way and related loan to Napa Valley Community Housing:
 - a. The “Agreement of Purchase and Sale and Joint Escrow Instructions” attached hereto as Exhibit “A”;
 - b. The “Deed of Trust and Assignment of Rents” attached hereto as Exhibit “B”;

- c. The "Promissory Note Secured by Deed of Trust" attached hereto as Exhibit "C"; and
- d. The "Lease Restrictions and Option to Purchase Agreement" attached hereto as Exhibit "D".
3. The Town Manager is hereby authorized and directed to execute and deliver any document, instrument, or other writing necessary or convenient to effectuate the sale of 27 Lande Way and related loan to Napa Valley Community Housing.
4. The Town Manager in consultation with the Town Attorney is authorized to make minor, conforming revisions to the documents attached hereto as Exhibits "A", "B", "C", and "D" prior to execution.
5. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 21st day of March, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

John F. Dunbar, Mayor

ATTEST:

Michelle Dahme
Town Clerk

Exhibit "A"

AGREEMENT OF PURCHASE AND SALE
AND
JOINT ESCROW INSTRUCTIONS

DATE: _____, 2017

PARTIES: Town of Yountville (Seller)

Napa Valley Community Housing ("Buyer")

_____ ("Escrow Holder" and "Title Company")

RECITALS

WHEREAS, Seller is the fee owner of real property located at 27 Lande Way, Yountville, CA 94599, legally described on Exhibit "A" attached hereto and hereby incorporated herein (the "Real Property"); and

WHEREAS, the Real Property is improved with a principal residence and certain other improvements (collectively, the "Improvements"). The Real Property and the Improvements are hereinafter referred to collectively as the "Property;" and

WHEREAS, Seller and Buyer desire to have Buyer purchased the Property to help provide affordable housing in Yountville through Buyer's management and leasing of the Property to qualified renters in need of affordable housing, as required in the separate document, Lease Restrictions and Option to Purchase Agreement (the "Agreement"), a copy of which is attached as Exhibit "B" hereto and hereby incorporated herein.

WHEREAS, Buyer agrees to purchase the Property for \$296,300 (the "Purchase Price") and Seller desires to sell the Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Property.

Buyer hereby agrees to purchase, and Seller hereby agrees to sell the Property upon the terms and conditions set forth herein.

2. Purchase Price.

The Purchase Price which Buyer shall pay, and Seller shall accept, for the Property is Two Hundred Ninety-Six Thousand and Three Hundred Dollars (\$296,300.00). Buyer shall pay the Purchase Price as cash through escrow on the close thereof. Buyer and Seller that a portion of the Purchase Price (\$60,000) (the "Seller Loan") will be funded pursuant to a separate loan agreement between Buyer and Seller. Seller agrees to enter into

any documents reasonably required to subordinate its lien in the Property to a senior lien in favor of Bank of Napa.

3. Escrow.

An escrow to close the transaction described herein shall be opened with Escrow Holder within three (3) business days after the Buyer and Seller have executed this Agreement.

Executed counterparts of this Agreement shall be delivered into escrow by the parties and shall constitute Escrow Holder's instructions. Escrow Holder shall prepare and deliver to the parties for their signature such additional and/or supplemental instructions, not inconsistent herewith, as may reasonably be required by Escrow Holder.

The close of escrow (the "Closing") shall be contingent upon the satisfaction of or waiver of all of the contingencies set forth in Section 5 below but shall occur no later than July 1, 2017 (the "Closing Date").

4. Title.

Within ten (10) days, Buyer will obtain a Preliminary ATLA Title Report at the expense of Buyer. If Buyer makes a timely objection to any exception to that Report and the exception is not eliminated within thirty (30) days of Seller's receipt of the objection, this Agreement shall be terminated. If Buyer makes an objection under this paragraph, the closing date shall be extended by mutual agreement of the parties. Buyer's failure to object in this manner to any exception shall be an approval by Buyer of that exception.

5. Closing Contingencies.

Buyer's obligation to consummate the purchase of the Property and to close escrow is subject to and contingent upon satisfaction or waiver by Buyer of the following closing contingencies:

(a) The delivery to Buyer through escrow and the recording at the Closing of a grant deed for the Property subject only to the Title Documents (the "Permitted Exceptions").

(b) Furnishing to Buyer at the Closing of a CLTA Policy of Title Insurance in the full amount of the Purchase Price issued by the Title Company, insuring that title to the Property is vested in Buyer subject only to the Permitted Exceptions in the Title Policy.

(c) Buyer's approval, in its sole discretion, of the roof inspection report and termite report for the Property.

6. Real Property Taxes and Utilities.

Real property taxes and utilities shall be prorated through escrow.

7. Costs and Fees.

Buyer and Seller shall pay any and all fees or costs commonly charged by the Escrow Holder to buyers and sellers of real property in Napa County. Buyer shall pay the cost of the Preliminary Title Report, the title insurance desired by Buyer, and all other fees or costs commonly charged by the Escrow Holder to buyers of real property in Napa County. Seller's portion of fees and cost shall be paid from the proceeds of the sale.

8. Damage or Destruction.

If the improvements on the Property are destroyed or materially damaged after the date of this Agreement but prior to the Closing Date, Buyer shall be notified and, at its option, may terminate this Agreement. If such damage or destruction occurs and Buyer fails to terminate this Agreement within seven (7) days after being notified thereof, Buyer shall be deemed to have agreed to purchase the Property for the Purchase Price subject to such destruction or damage. In such event Seller shall be responsible for repairing or replacing the damage or destroyed property to the extent insurance proceeds are available.

9. Property Condition.

Seller does hereby certify and represent that Seller has the authority and capacity to convey the Property with all Improvements. Seller certifies and represents that the Property is in habitable condition and that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except as disclosed herein. Buyer and its agents and consultants shall have the right to enter on to the Property prior to the purchase to inspect and evaluate the Property, which shall include the right to commission roof inspection and termite reports. Subject to Seller's right to inspect the Property prior to purchase, Buyer acknowledges that the Property shall be conveyed by Seller to Buyer on the Closing Date AS IS, without representations or warranties of any kind.

10. Notices.

All notices hereunder shall be in writing and shall be sent by messenger, overnight air courier, or certified mail, postage prepaid, addressed to the parties as follows:

Seller:

Town of Yountville
6550 Yount Street
Yountville, CA 94599
Attn: Town Manager

Buyer:

Napa Valley Community Housing
150 Camino Dorado
Napa, CA 94558
Attn: Executive Director

Messengered and air couriered notices shall be deemed given upon receipt. Mailed notices shall be deemed given on the fourth (4th) business day after mailing. The addresses for notices may be changed by written notice.

12. Counterparts.

This Agreement may be executed in counterparts, all executed counterparts shall constitute one agreement and each executed counterpart shall be deemed an original.

13. Attorneys' Fees.

In the event of any litigation between Buyer and Seller concerning this transaction, the prevailing party shall be entitled to reasonable court costs and attorneys' fees.

14. Miscellaneous.

All agreements, covenants, representations and warranties herein shall survive the Closing and the acquisition of the Property by Buyer. This Agreement represents the full understanding between Buyer and Seller regarding the purchase and sale of the Property and may not be modified except by written agreement signed by all parties. This Agreement shall inure to the benefit of and be binding upon the heirs, nominees and assignees of the parties hereto.

15. Time.

Time is of the essence of this Agreement between the parties.

16. California Law.

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of California.

17. Venue.

The parties hereto agree that any action under this Agreement shall be brought first in Superior Court of the County of Napa or the Northern District Court of the State of California.

18. No Brokers or Finders.

Each party warrants to the other that no finder or broker has been involved in this transaction. In the event of any claim for brokers or finders fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then (a) Buyer shall indemnify, save harmless and defend Seller from and against any such claims, if it shall have been based upon any statement, representation or agreement alleged to have been made by Buyer and (b) Seller shall indemnify, save harmless and defend Buyer from and against any such claims, if it shall have been based upon any statement, representation or agreement alleged to have been made by Seller.

19. Assignment.

Buyer may assign its rights and obligations hereunder to a third party without the prior written approval of the Seller.

SELLER:
TOWN OF YOUNTVILLE
A California Municipal Corporation

BUYER:
NAPA VALLEY COMMUNITY
HOUSING
a California Nonprofit Corporation

By: _____
Steven Rogers, Town Manager

By: _____

Print: _____

Its: _____

Exhibit “A”

Legal Description

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

LOT 80, AS SHOWN ON MAP NO. 4912 ENTITLED, "FINAL MAP OF WASHINGTON PARK SUBDIVISION", FILED NOVEMBER 20, 1996 IN BOOK 20 OF MAPS AT PAGES 67-72 IN THE OFFICE OF THE COUNTY RECORDER OF SAID NAPA COUNTY.

ASSESSORS PARCEL NO. 036-461-001

Exhibit “B”

Lease Restrictions and Option to Purchase Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Town of Yountville
6550 Yount St.
Yountville, CA 94599

(EXEMPT FROM RECORDING FEES
GOV'T CODE 27383 SPACE ABOVE
THIS LINE FOR RECORDER'S USE)

TOWN OF YOUNTVILLE

DEED OF TRUST AND ASSIGNMENT OF RENTS

***NOTICE TO BORROWER:
THIS DEED OF TRUST CONTAINS PROVISIONS
RESTRICTING ASSUMPTIONS***

This Deed of Trust is made on _____, 2017, by Napa Valley Community Housing (the "Borrower") and _____ (the "Trustee"), whose business address is _____

in favor of the Town of Yountville, California, a municipal corporation ("Lender") or Assignee, whose address is 6550 Yount St., Yountville, CA 94599.

1. BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED, HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property (the "Property") located at 27 Lande Way, Yountville, CA 94599 which is more particularly described in Exhibit A (attached), which is incorporated herein by this reference; and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property; all of which are hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Borrower now or hereafter situated on said real property are not intended to be included as part of the Property.

2. FOR THE PURPOSE OF SECURING:

2.1. Repayment of the indebtedness evidenced by that certain Promissory Note (the "Note") of the Borrower dated _____, 2017, in the principal amount of Sixty Thousand Dollars (\$60,000), together with simple interest on such indebtedness according to the terms of the Note, and any and all amendments, modifications, extensions or renewals of the

Note. A copy of the Note is attached hereto as Exhibit B. The Note and this Deed of Trust are subject to the terms, conditions, and restrictions of the Lease Restrictions and Option to Purchase Agreement between Buyer and Seller, dated as of____, a copy of which is attached as Exhibit C and the terms of which are hereby incorporated by reference (the “Agreement”).

2.2. Payment of such additional sums, with interest thereon:

(a) As may hereafter be borrowed from Lender by the Borrower of the Property and evidenced by a promissory note or notes reciting that it or they are so secured and all modifications, extensions, or renewals of the Note; and

(b) As may be incurred, paid, or advanced by Lender, or as may otherwise be due to Trustee or Lender, under any provision of this Deed of Trust and any modification, extension, or renewal of this Deed of Trust; and

(c) As may otherwise be paid or advanced by Lender to protect the security or priority of this Deed of Trust.

2.3. Performance of each obligation, covenant, and agreement of Borrower contained in this Deed of Trust, the Note, or any other document executed by Borrower in connection with the loan(s) secured by this Deed of Trust, and all amendments to these documents whether set forth in this Deed of Trust or incorporated in this Deed of Trust by reference.

3. BORROWER COVENANTS:

Borrower hereby covenants to maintain and protect the security of this Deed of Trust, to secure the full and timely performance by Borrower of each and every obligation, covenant, and agreement of Borrower under the Note and this Deed of Trust, and as additional consideration for the obligation(s) evidenced by the Note, Borrower covenants as follows:

3.1. Title. That Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands subject to any declarations, easements, or restrictions listed in the schedule of exemptions to coverage in any title insurance policy insuring Lender’s interest in the Property.

3.2. Payment of Principal and Interest. That Borrower shall promptly pay, when due, the principal and interest on the Note, and such other charges as are provided in the Note, and such other amounts as are provided under this Deed of Trust.

3.3. Maintenance of the Property. (a) To keep the Property in a decent, safe, sanitary, tenantable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable; (c) remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property; (d) to repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust; (e) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; (f) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property

without the Lender's written consent; and (g) not to alter the use of all or any part of the Property without the prior written consent of the Lender.

3.4. Appear and Defend. Borrower shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Lender or Trustee may appear, and in any suit brought by the Lender to foreclose this deed.

3.5. Payment of Taxes and Utility Charges. Borrower shall pay, at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, fines and impositions attributable to the Property, leasehold payments or ground rents, if any, and any interest on the Property or any part thereof; all costs, fees and expenses of this trust. Borrower shall make such payments when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing all such payments made.

3.6. Insurance. To keep the Property insured with loss payable to the Lender, against loss or damage by fire and such other hazards, casualties and contingencies and by such companies on such forms and in the amount of the replacement cost of the Property, and to deliver the original of all such policies to the Lender, together with receipts satisfactory to the Lender evidencing payment of the premiums. All such policies provide that the Lender shall be given thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to the Lender, shall be delivered to the Lender at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Lender shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. All insurance proceeds for such losses must be utilized for the repair or restoration of the insured property.

3.7. Payments and Discharge of Liens. Borrower will pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien, and (b) such of the above claims as are, and only during the time they are, being contested by Borrower in good faith and by appropriate legal proceedings, and Borrower shall post security for the payment of these contested claims as may be requested by the Lender. Borrower shall not default in the payment or performance of any obligation secured by a lien, mortgage or deed of trust which is superior to this Deed of Trust.

4. IT IS MUTUALLY AGREED THAT:

4.1 Intentionally Deleted.

4.2. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make future advances to Borrower. All such future advances, with interest thereon, shall be added to and become a part of the indebtedness secured by this Deed of Trust when evidenced by promissory note(s) reciting that such note(s) are secured by this Deed of Trust.

4.3. Disbursements to Protect Lender's Security. All sums disbursed by Lender to protect and preserve the Property, this Deed of Trust, or Lender's security for the performance of Borrower's obligations under the Note shall be and be deemed to be an indebtedness of Borrower secured by this Deed of Trust.

4.4. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Section 4.4, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section 4.4 shall require Lender to incur any expense or take any action hereunder.

4.5. Inspection. Lender or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any such inspection specifying reasonable cause for the inspection. Buyer shall incorporate the right of the Seller to inspect the Property into any lease entered into between Buyer and potential tenants pursuant to the Agreement.

4.6. Awards and Damages. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Lender. The Lender is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Lender shall determine at its option. The Lender shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Lender may be released to Borrower upon such conditions as the Lender may impose for its disposition. Application of all or any part of the amounts collected and received by the Lender or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

4.7. Prohibition on Transfers of Interest. With the exception of the transfers permitted in Section 4.11 below, if all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option,

declare all the sums secured by this Security Instrument to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Section 6.9 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 5.2(a) hereof.

4.8. Sale or Forbearance. No sale of the Property, forbearances on the part of the Lender or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.

4.9. The Lender's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) The Lender may, at its sole discretion, (I) release any person now or hereafter liable for payment of any or all such indebtedness. (II) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (III) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Lender, may reconvey all or any part of the Property, consent to the making of any map or plot thereof, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

4.10. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

4.11. Permitted Transfers to Renters. Borrower shall have the authority to lease the Property to qualified individuals pursuant to the Agreement.

5. EVENTS OF DEFAULT

5.1. Events of Default. Any one or more of the following events shall constitute a default under this Deed of Trust (a) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise; or (b) failure of Borrower to observe or to perform any covenant condition or agreement to be observed or performed by Borrower pursuant to the Note, the Agreement, or this Deed of Trust; or (c) the occurrence of any event which, under the terms of the Note, this Deed of Trust, or the Agreement, shall entitle the Lender to exercise the rights or remedies thereunder.

5.2. Acceleration and Sale.

(a) **Acceleration.** Except as provided in Section 4.7, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, upon Borrower's failure to make any payment or to perform any of its obligations, covenants and agreements pursuant to the Note, Lender shall mail notice to Borrower as provided in Section 6.9 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

(b) **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower will have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (1) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note, had no acceleration occurred; (2) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, remedies including, but not limited to, reasonable attorneys' fees; and (3) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) **Sale.** After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower, Trustee or the Lender, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee and of this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Lender under this Deed of Trust, or the secured obligations or any other instrument evidencing or

securing any indebtedness hereby secured and to the payment of all other sums then secured thereby, including interest as provided in this Deed of Trust, the secured obligations or any other such instrument, in such order as the Lender shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) **Assignment of Rents; Appointment of Receiver; Lender in Possession.**

Upon acceleration under paragraph (a) of Section 5.2 hereof or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and paragraph (a) of Section 5.2 shall operate subject to the claims of prior lien holders.

5.3. Exercise of Remedies; Delay. No exercise of any right or remedy by the Lender or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Lender or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.4. Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Lender, to be exercised at any time hereafter, without specifying any reason therefore by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Lender deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

5.5. Remedies Cumulative. No remedy herein contained or conferred upon the Lender or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Lender or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

6. MISCELLANEOUS PROVISIONS

6.1. Successors, Assigns, Gender, Number. The covenants and agreements contained in this Deed or Trust shall bind, and the benefit and advantages under it shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

6.2. Headings. The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

6.3. Actions on Behalf of the Lender. Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Lender is required or permitted under this Deed of Trust, such action shall be in writing.

6.4. Terms. The words “the Lender” means the present Lender, or any future owner or holder, including pledgee of the indebtedness secured hereby.

6.5. Obligations of Borrower. If more than one person has executed this Deed of Trust as “Borrower,” the obligations of all such persons hereunder shall be joint and several.

6.6. Incorporation by References. The provisions of the CalHome Program security instruments and the documents relating to that program are incorporated by reference as though set out verbatim.

6.7. Severability. If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

6.8. Indemnification. Borrower will indemnify and hold the Lender, its officers and agents harmless against any and all losses, claims, demands, penalties and liabilities which the Lender, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against the Lender, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower’s expense, defend, indemnify, save and hold the Lender, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust and Borrower shall pay the Lender upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by the Lender as a result of any legal action arising out of this Deed of Trust.

6.9. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property Address or any other address Borrower designates by notice to Lender as provided herein; and, (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender’s mailing address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Borrower or Lender when given in the manner designated herein.

6.10. Beneficiary Statement. Lender may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

6.11. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the day and year set forth above. By signing below, Borrower agrees to the terms and conditions as set forth above.

MAILING ADDRESS FOR NOTICES:

BORROWER
Napa Valley Community Housing
150 Camino Dorado
Napa, CA 94558

LENDER
Town of Yountville
6550 Yount St.
Yountville, CA 94599

TRUSTEE

SIGNATURE OF BORROWER:

NAPA VALLEY COMMUNITY HOUSING,
A California No profit Corporation

By: _____

SIGNATURE OF LENDER:

TOWN OF YOUNTVILLE,
a Municipal Corporation

By: _____

Steven Rogers, Town Manager

SIGNATURE OF TRUSTEE:

By: _____

Its: _____

Acknowledgements Here

Exhibit A

Description:

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

LOT 80, AS SHOWN ON MAP NO. 4912 ENTITLED, "FINAL MAP OF WASHINGTON PARK SUBDIVISION", FILED NOVEMBER 20, 1996 IN BOOK 20 OF MAPS AT PAGES 67-72 IN THE OFFICE OF THE COUNTY RECORDER OF SAID NAPA COUNTY.

ASSESSORS PARCEL NO. 036-461-001

Exhibit B

Promissory Note Secured by Deed of Trust

Exhibit C

Lease Restrictions and Option to Purchase Agreement

PROMISSORY NOTE SECURED BY DEED OF TRUST

Amount: \$60,000

_____, 2017

This Promissory Note ("Note") is made by Napa Valley Community Housing, a California nonprofit corporation ("Owner"), for the benefit of the Town of Yountville ("Town"), a California municipal corporation, on the terms set forth below, and is secured by a Deed of Trust with Assignment of Rents executed by the Owner on _____ for the property known as 27 Lande Way, Yountville, California, ("Deed of Trust").

1. **Owner's Obligation.** For value received, Owner promises to pay to Town, or on the order of Town, at 6550 Yount St., Yountville, CA 94599, or such other location as Town designates in writing, the principal sum of \$60,000 ("Principal"), without interest. Principal shall be payable in 300 consecutive monthly installments of \$200 commencing on _____ 1, 2017 and continuing on the first day of each month until paid in full, for a total term of 25 years.
2. **Purpose.** Owner's payment of the Principal is to repay a loan made by Town to facilitate Owner's acquisition of 27 Lande Way in Yountville (as more fully described in Exhibit A attached to this document) (the "Property") pursuant to the terms of a Lease Restrictions and Option to Purchase Agreement (the "Agreement"), a copy of which is attached to this Note as Exhibit B, to help facilitate the provision of affordable housing in the Town.
3. **Town's Obligation.** Upon the Town's receipt of the final payment by Owner, the Town will execute and deliver to _____ and the Trustee of the Deed of Trust, or the substituted trustee, if any, a request for full reconveyance of the Deed of Trust.
4. **Attorney's Fees.** The parties hereby agree to pay all costs and expenses, including reasonable attorney's fees, which may be incurred in the enforcement of this Note by the other party.
5. **Default and Acceleration.** All covenants, conditions and agreements contained in the Deed of Trust and the Agreement are hereby made a part of this Note. Owner agrees that the unpaid balance of the then-principal amount of this Note, together with all charges owing, shall automatically become immediately due and payable, and thereafter until paid bear interest at the rate of ten percent (10%) per annum compounded monthly, upon the failure of the Owner to make any payment when due under this Note; upon the failure of the Owner to perform or observe any other term or provision of this Note, the Deed of Trust, or the Agreement; or upon the occurrence of any event (whether termed default, event of default or similar term) which under the terms of this Note, the Deed of Trust, or the Agreement, shall entitle the Town to exercise rights or remedies thereunder.

6. Permitted Transfers. The loan of the Principal secured by this Note and the Deed of Trust is not assumable by any other party unless Town, in its sole discretion, approves of such a transfer in advance and in writing.

7. Notices. Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Town shall be in writing and must be communicated to the Owner at the address designated below or such other address as the Owner designates in writing, for the receipt of communications from the Town. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision.

Mailing Address for Notices to Owner:

8. Prepayment Policy. Owner may prepay this Note at any time without penalty.

9. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Note shall be tried in a court of competent jurisdiction in the County of Napa, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County.

10. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. No Waiver by the Town. No waiver of any breach, default or failure of condition under the terms of the Note, the Deed of Trust, or the Agreement, shall thereby be implied from any failure of the Town to take, or any delay by the Town in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, the Agreement, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

Executed as of the date set forth above at _____, California

TOWNOF YOUNTVILLE,
a Municipal Corporation

NAPA VALLEY COMMUNITY HOUSING,
A California Nonprofit Corporation

By: _____
Steven Rogers, Town Manager

By: _____

Print: _____

Its: _____

Acknowledgments Here

EXHIBIT A

Legal Description

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

LOT 80, AS SHOWN ON MAP NO. 4912 ENTITLED, "FINAL MAP OF WASHINGTON PARK SUBDIVISION", FILED NOVEMBER 20, 1996 IN BOOK 20 OF MAPS AT PAGES 67-72 IN THE OFFICE OF THE COUNTY RECORDER OF SAID NAPA COUNTY.

ASSESSORS PARCEL NO. 036-461-001

EXHIBIT B

Lease Restrictions and Option to Purchase Agreement

EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE 6103

Escrow No.

When Recorded Mail To:
TOWN OF YOUNTVILLE
6550 YOUNT ST.
YOUNTVILLE, CA 94599

LEASE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT is made this __ of ____, 2017, by and between the Town of Yountville ("Town") and Napa Valley Community Housing ("Owner"). Town has enabled Owner to buy the property described in Exhibit "A" attached hereto and made a part hereof (the "Unit"). The Unit is being conveyed in this transaction at a price substantially lower than fair market value in order to provide for the housing needs of low and moderate income persons and families. Owner, as a result of the foregoing, has received substantial economic benefit. In consideration for this substantial economic benefit, Owner does hereby agree to the provisions contained herein.

To assure the continued availability of the Unit as affordable housing for median income households and in consideration for benefits received by Owner, Owner agrees to abide by all the terms of this Agreement, including without limitation, the following:

- 1) Intent. The intent of the policies underlying this Agreement are as follows: (1) that affordable rental housing be provided to households who meet the affordability criteria specified in this Agreement; and (2) that the Unit be owned and managed by Owner at all times. Therefore, at all times during the fifty (50) year period this Agreement is in effect, the Unit may be occupied only by the tenants qualified by Owner to occupy the Unit pursuant to this Agreement.
- 2) Duration of Restrictions. The requirements of the Agreement shall be imposed upon the Unit for fifty (50) years from the date of recording of this Agreement.
- 3) Leasing Restrictions. Owner agrees to:
 - A. Lease the Unit to tenants whose income does not exceed a maximum household income of 100% of the county median income for a family of four as defined by the United States Department of Housing and Urban Development for Napa County (the "Income Limits").
 - B. Additionally, Owner agrees to give preference to income-qualified tenants according to the Town's Local Preference Policy, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Town shall have the right to request proof of Owner's attempts to find a tenant in accordance with the Local Preference Policy.

C. Any lease with a qualified tenant, after any initial lease term, shall be on a month-to-month basis, and Owner agrees to provide a copy of any leases to Town upon Town's request.

D. If the household income for the tenant occupying the Unit exceeds the Income Limits in any given calendar year, then Owner agrees to terminate any lease by giving the tenant one hundred eight (180) days advance written notice. Within sixty (60) days of the vacation of the Unit by such tenant, Owner agrees to use its best efforts to identify a new tenant to rent the Unit in accordance with the Local Preference Policy and in compliance with the terms of this Agreement.

4) Option To Purchase Unit. An option to purchase the Unit under the conditions set forth herein, is vested in the Town. The Town's right to purchase the Unit under this agreement, shall be exercised under the following conditions:

A. Option. The Town's right is an option to purchase the Unit at the allowable sales price in effect under this Agreement at the time the option is exercised.

B. When Exercised. Following the initial sale of the Unit to Owner, whenever the Owner no longer desires to own, manage, or act as landlord to qualified tenants in need of affordable housing in Yountville, Owner shall notify Town in writing, by certified mail, to that effect and shall specify that the Owner intends to sell the Unit. Town or its assignee shall then have the right to exercise its option to purchase the Unit by delivery of written notice, by personal delivery or certified mail, to the Owner at any time within ninety (90) days from receipt by Town or its assignee of such written notice from Owner of intent to sell the Unit.

Town shall also have the right to exercise its option to purchase the Unit if the Owner has violated any provisions of this Agreement. Owner shall be deemed to have violated the terms of this Agreement if at any time the Town has received actual (as opposed to constructive) personal notice or verifiable constructive notice of a violation of the terms of this Agreement. The option shall be exercised at any time during the ninety (90) day period following notice of a violation of the terms of this Agreement.

Town or its assignee shall also have the right to exercise its option to purchase the unit upon occurrence of anyone of the following events: a) The giving of any notice of sale pursuant to Civil Code Section 2924b and/or Civil Code Section 2924f under any deed of trust or mortgage with power of sale encumbering the unit; b) service of summons or other papers in any judicial foreclosure against the unit; c) execution by the Owner of any deed in lieu of foreclosure transferring ownership of the Unit. In exercising its rights under this paragraph, Town or its assignee shall give written notice not only to the Owner, but also to the mortgagee or beneficiary under the deed of trust in the manner set forth in Sub-section 3 below. Town or its assignee shall have ninety (90) days from the date it receives actual notice of any one of the above events to exercise its option to purchase.

C. Notice of Exercise of Option. The option is deemed exercised by the Town upon posting by certified United States Mail, postage prepaid, of a written notice of such exercise, addressed to the Owner at the mailing address of the Unit.

D. Escrow. In the event that Town or its assignee exercises its option to purchase the Unit, escrow will close within 90 days after Town delivers to Owner a notice of Town's intent to exercise Town's right to repurchase the Unit. Closing costs and title insurance shall be paid pursuant to the custom and practice in the County of Napa at the time of the opening of such escrow. The purchase price shall be paid in cash at the close of escrow or as may be otherwise provided by mutual agreement of the Town or the assignee of the Town that is exercising the option and the Owner. The amount owed the mortgagee or beneficiary under the mortgage or deed of trust encumbering the unit shall be paid out of the purchase price, and all cash proceeds of the sale, up to the amount owed the mortgagee or beneficiary, shall be applied directly out of the escrow to satisfy this indebtedness to the mortgage or beneficiary. If the cash proceeds for the sale are not sufficient to pay such indebtedness in full, the Town or the assignee of the Town that exercises the option shall assume the obligations under the mortgage or deed of trust and underlying note of the mortgagee or beneficiary to pay the balance remaining due under such mortgage or deed of trust and note, not to exceed the mortgage balance permitted pursuant to Section 10 below.

E. Memorandum of Option. A memorandum of this option may be recorded against the Unit. The Owner shall cooperate and execute such memorandum of this option as is reasonably required by the Town.

F. Assignment of Option. Town may assign its option to a governmental agency or other nonprofit organization which has as its purpose the provision of housing for low and moderate income persons and families and which provides assurances to the Town that the Unit will continue to be devoted to such purpose after assignment of the option to the agency or organization. Town or its governmental or nonprofit assignee may assign the option to an individual private buyer who meets eligibility criteria to be established by Town.

G. Expiration of Option. In the event that the Town or its assignee abandons or fails to exercise its option to purchase the Unit(s) within ninety (90) days after it receives a notice of intent to sell pursuant to Section 4(B) above, Town or its assignee will cause to be recorded in Napa County a notice of intent not to exercise its option with respect to the Unit and declaring that the provisions of this Agreement are no longer applicable to the Unit, and shall deliver a copy thereof to the Owner. Said notice shall be recorded within thirty (30) days of the decision of the Town or its assignee not to exercise its option, but in no event later than 120 days after the Town or its assignee receives the Owner's notice of intent to sell. Upon recordation of said notice, the provisions of this Agreement shall no longer be applicable to the Unit.

H. Price on Resale. The price for the Unit upon exercise of the Town's option to purchase the Unit shall be fixed by whichever of the following two methods produces the lower purchase price:

a. Town or its assignee upon exercise of its option, shall have an appraisal made by an appraiser of its choice to establish the market value. Owner may also have an

appraisal made by an appraiser of owner's choice to establish the market value. If agreement cannot be reached, the average of the two appraisals shall be termed the market value.

b. A purchase price which represents the Base Price (as defined below) plus an amount equal to the percentage increase in the base price which is the same as the percentage increase, if any, in county median household income computed from the date of the purchase of the Unit until the date of the Town's exercise of the option to purchase. This price shall be increased by the value of any substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the Unit or substantial or total loss of value of said improvement. No such adjustment shall be made except for improvements (a) made or installed by Owner, and (b) approved in advance by Town or its assignee, and (c) whose initial costs was \$1,000 or more. The value of such improvements by which the sale price shall be adjusted shall be the appraised market value of the improvements (i.e., the amount by which said improvements or fixtures enhance the market value of the Unit) at the time of sale. The sale price shall be decreased by an amount necessary to repair any damages and to put the unit into a "saleable condition". Items necessary to put the Unit into a saleable condition shall be determined by the Town, and may include cleaning, painting, replacing worn carpeting and draperies, and making needed structural, mechanical, electrical, plumbing and fixed appliances repairs. The Base Price for this Unit is established as \$296,300 (the "Base Price").

5) Maintenance of Units. Owner shall maintain the Unit in good repair and in a neat, clean and orderly condition, ordinary wear and tear excepted, and in a safe and sanitary manner in accordance with local health, building and housing codes. Owner further agrees to keep the designated affordable Unit free from inoperable automobiles.

In the event that there arises at any time a condition in contravention of the above maintenance standard, then the Town shall notify the Owner in writing of such condition, giving Owner thirty (30) days from receipt of such notice to cure said condition. In the event the Owner fails to cure or commence to cure the condition within the time allowed, the Town shall have the right to perform all acts necessary to cure such condition, or to take other recourse at law or equity the Town may then have to and to receive from the Owner, its successors or assigns, the Town's costs and attorney's fees in taking such action. The parties hereto further mutually understand and agree that the rights conferred upon the Town expressly include the right to enforce or establish a lien or other encumbrance against the subject Unit, but such lien shall be subject to previously recorded liens and encumbrances. The foregoing provisions shall be: (1) a covenant running with the land until expiration of this Agreement, enforceable by the Town, its successors and assigns; and (2) included in the terms of any lease between Owner and a qualified tenant chosen in accordance with this Agreement.

6) No Fees Allowed. The Owner shall not receive any fees or other consideration upon resale other than the price or upon leasing other than the rent; provided that in the event of a resale back to Town, all closing costs and escrow fees may be apportioned between Owner and Town in the normal and customary manner prevailing in Napa County at the time escrow closes.

7) Beneficiaries. The Town is beneficiary of the restrictions and other provisions of this Agreement, with all necessary rights of enforcement. Said rights of enforcement shall include a

right of re-entry and possession. It is understood, in this regard, that the conveyance to Owner is the conveyance of a fee simple subject to power of termination, i.e., a conveyance defeasible in favor of the Town upon resale or leasing of the Unit in violation of the provisions of this Agreement. Upon exercise of the power of termination the Owner must reconvey the Unit to the Town or its designee by grant deed, duly acknowledged and suitable for recording. The right of reentry and the power of termination created under this Agreement can be enforced by an action to forfeit title, by an injunction to prevent a breach of the conditions subsequent, and/or by an action requesting forfeiture, and if the injunction preventing the breach is disobeyed, by any action for declaratory relief to secure a judgment securing a forfeiture, or by any other legal action.

8) Recitals in Lease. Owner must include in any lease to a resident of the Unit a reference to this Agreement, which specifically incorporates by reference the requirements of this Agreement.

9) Correction of Defects on Leasing. Upon leasing of the Unit to a new tenant, Owner is required to correct all structural and pest control conditions recommended by a duly licensed structural pest control inspector approved by the Town, to correct any building and zoning code violations which developed during the period prior to a new lease, to repair and restore any damage to the Unit which occurred during the prior tenant's occupancy; and to paint, refurbish and clean the Unit to substantially the condition it was in at the time of acquisition, reasonable wear and tear excepted.

10) Restriction on Encumbrances. It is understood that the Owner will take out a purchase money loan in the amount of \$176,300 secured by a First Deed of Trust on the Unit. Town agrees that this Agreement shall be subordinate to the First Deed of Trust. Town will provide additional funding of \$60,000 pursuant to a separate Promissory Note and Second Deed of Trust. In order to protect the Town's interest in the Unit, further encumbering of the Unit, after the First and Second Deeds of Trust, including refinancing of the First Deed of Trust or subsequent loans and/or any other encumbrances or liens against the Unit, shall be limited such that the total encumbrance of the Unit does not exceed 95% of the below market rate value of the Unit without the prior written consent of the Town. Violations of this provision shall be considered a violation of this Agreement.

11) Assignability. The rights and obligations under this Agreement are based upon the special skills and abilities of the parties and there shall not be assignment of such rights or obligations by either party without the written consent of the other, which consent will not be unreasonably withheld. However, Town may assign its option to another governmental agency or nonprofit organization as provided in this Agreement.

12) Recording. This Agreement shall be recorded in the Official Records of the County of Napa at any time after its execution.

13) Remedies. In addition to any other remedy provided by law or granted under this Agreement, the Town may elect to seek in a court of appropriate jurisdiction such injunctive orders as are reasonably necessary to secure performance of Owner's commitments under this Agreement. In any such action, the Town shall, in addition to injunctive relief, be entitled to the

full scope of remedies afforded by law, including such damages as are provable and allowed for breach of this Agreement.

MISCELLANEOUS PROVISIONS.

A. The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrator, assignees, contractors, subcontractors, and grantees of both parties and shall be covenants running with the land comprising the real Unit herein described.

B. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other terms, covenant, condition, ordinance or law.

C. If any term or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall remain in effect.

D. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement.

E. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

F. In any action or proceeding by either party to enforce this Agreement or a provision of this Agreement the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs incurred.

By acceptance of this Agreement, OWNER accepts and agrees to be bound by the covenants contained herein.

TOWN OF YOUNTVILLE
A Municipal Corporation

NAPA VALLEY COMMUNITY HOUSING
A California Nonprofit Corporation

By: _____
Steven R. Rogers, Town Manager

By: _____
Print:
Its:

Acknowledgments Here

Exhibit A

Description:

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

LOT 80, AS SHOWN ON MAP NO. 4912 ENTITLED, "FINAL MAP OF WASHINGTON PARK SUBDIVISION", FILED NOVEMBER 20, 1996 IN BOOK 20 OF MAPS AT PAGES 67-72 IN THE OFFICE OF THE COUNTY RECORDER OF SAID NAPA COUNTY.

ASSESSORS PARCEL NO. 036-461-001

Exhibit B

Town of Yountville Local Preference Policy