

Free recording in accordance  
with California Government  
Code sections 6103 and 27383

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

Department of Housing and  
Community Development  
Division of Financial Assistance  
P. O. Box 952054, MS 400  
Sacramento, CA 94252-2054

Attn: AMC Manager 04-FWHG-303

---

**FOURTH MODIFICATION  
TO  
REGULATORY AGREEMENT LOAN NUMBER 04-FWHG-303  
AND PROMISSORY NOTE SECURED BY DEED OF TRUST**

**JOE SERNA, JR. FARMWORKER HOUSING GRANT PROGRAM**  
**Borrower: NAPA COUNTY HOUSING AUTHORITY, a California joint powers  
authority and political division of the County of Napa  
Authority Law**  
**Project Name: Calistoga Farm Labor Center**  
**Contract Number: 04-FWHG-303**

This Fourth Modification to Regulatory Agreement Loan Number 04-FWHG-303 and Promissory Note Secured By Deed of Trust, (referred to as the "Agreement"), is made and entered into by and between Napa County Housing Authority, a California joint powers authority and political division of the County of Napa ("NCHA"), the California Department of Housing and Community Development, a public agency of the State of California (the "Department"), dated as of May \_\_\_\_, 2022, for reference purposes only.

This Fourth Modification modifies the documents identified below in relation to real property known as the Mondavi Farm Labor Center, located at 3996 Saint Helena Highway Calistoga, CA 94515/ APN: 020-230-007 (hereinafter "Property") described in Exhibit A which is attached hereto and incorporated by reference.

- (1) A document entitled "Regulatory Agreement (Rental) Farmworker Housing Grant Program Grant Number 04-FWHG-303" by and between the Napa Valley Housing Authority, a political subdivision of the State of California (NVHA) and the Department dated August 9, 2005 and recorded in the Official Records of the Recorder's Office of Napa County, State of California (the "Official Records") as

Document Number 2005-0034471 on August 25, 2005 (“Regulatory Agreement”);

- (2) A document entitled Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Construction and Permanent Financing) by and between the NVHA and the Department securing a promissory note was created on August 23, 2005 and recorded on August 25, 2005 as document number 2005-0034470 in the Official Records (“Original Deed of Trust”). The Original Regulatory Agreement and the Original Deed of Trust are collectively referred to as the “Original Serna Grant Documents”;
- (3) A document entitled “Modification of Deed of Trust and Modification of Promissory Note Secured By Deed of Trust and Modification of Regulatory Agreement and Notification of Modification of Deed of Trust and Promissory Note Secured by Deed of Trust” dated September 26, 2006 and recorded on November 09, 2006 as Document Number 2006-0039724 in the Official Records (First Modification);
- (4) A document entitled “Modification of Regulatory Agreement and Notification of Modification of Regulatory Agreement” dated April 16, 2008 and recorded on May 8, 2008 as Document Number 2008-0011707 in the Official Records. (the “Second Modification”);
- (5) A document entitled Assignment and Assumption of Regulatory Agreements, Deeds of Trust, Promissory Notes and Standard Agreements For Grant Numbers 01-FWHG- 236, 04-FWHG-303, 04- FWHG-317 and 05-FWHG-329 was made between NVHA, NCHA, and the Department dated April 16, 2008, and recorded May 8, 2008 as Document Number 2008-0011708 in the Official Records (Third Modification).

## RECITALS

- A. As described in the Original Serna Grant Documents, NVHA was the owner of Property. NVHA applied to the Department for, and received, an award of a grant from the Joe Serna, Jr. Farmworker Housing Grant Program, for the purpose of rehabilitation and operations of the Calistoga Farm Labor Center in the amount of ONE MILLION SIXTY-SIX THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (\$1,066,650.00).
- B. As described in the First Modification, the Department increased the amount of the Original Serna Grant to the Borrower in the principal amount of Five Hundred Thousand Dollars (\$500,000.00) therefore increasing the total grant amount to a principal amount of ONE MILLION FIVE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (\$1,566,650.00).
- C. As described in the Second Modification, NVHA and the Department sought to amend the termination date for the Department documents described in the Original Regulatory Agreement and the First Modification. The current termination date is May 7, 2028.

- D. As described in the Third Modification, NVHA assigned ownership of the Property to the assignee, NCHA.
- E. The Department's Original Serna Grant Documents, First Modification, Second Modification, and Third Modification as described in recital A through D, and as recorded as encumbrances on the Property, are collectively referred to as the "Department Grant Documents".
- F. Per Standard Agreement 19-NCFH-12871, in 2019, pursuant to Health and Safety Code sections 50406 and 50711.5, the Department began distributing to NCHA annual payments through its Office of Migrant Services (OMS) up to Two Hundred Fifty Thousand and 00/100 dollars (\$250,000.00) for a term not to extend beyond Ten (10) years. ("Legislative Funds").
- G. NCHA shall continue to own and operate the Farmworker Centers, the development on the Property, pursuant to loan ordinances, regulations, or bylaws currently applicable.
- H. The purpose of the Legislative Funds is to assist the financing, maintenance, and operation of the Calistoga Farm Labor Center and Mondavi Farm Labor Center (collectively the "Farmworker Centers") for year-round use by migrant and non-migrant farm labor employees. In exchange, NCHA will continue to demonstrate the capability to effectively serve the needs of the migrant or other farmworkers in Napa County for twenty-five (25) years from the first year of disbursement.
- I. Subject to requirements detailed in the statutes, NCHA will continue to receive the Legislative Funds over a period up to ten (10) years. To effectuate the purpose of the Legislative Funds, the Department and NCHA have agreed to extend the Department Grant Documents with a term that will be conterminous with the twenty-five (25) years requirement. Use of the Legislative Funds will serve the needs of the migrant or other farmworkers in Napa County year around.
- J. Whereas the NCHA and the Department have the authority to modify the Department Grant Documents and agree to the terms set forth.

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

1. The forgoing Recitals are true and correct and included as part of this Agreement.
2. NCHA asserts, warrants, and agrees that to the best of NCHA's knowledge, NCHA is in substantial compliance with the terms and conditions of the Department Grant Documents.

3. This Agreement supersedes the previous term detailed in the Department Grant Documents. All other terms and conditions of the Department Grant Documents remain in full force and effect.
4. NCHA and the Department acknowledge that upon execution of this document the term of the Department Loan Documents will mature on December 31, 2044.
5. This Agreement may be executed in multiple counterparts, all of which together will constitute a single instrument.
6. This Agreement will be interpreted, governed, and construed under the laws of the State of California.
7. The provisions of this Agreement will take effect upon recordation of this Agreement in the Official Records of Napa County, California.

(Remainder of page intentionally left blank)

[SIGNATURE PAGE]

*[All signatures must be Acknowledged]*

**IN WITNESS HEREOF**, Borrower and the Department execute and enter into this Agreement as of the date first set forth above and agree to be bound hereby:

**THE DEPARTMENT**

**Department of Housing and Community Development**, an Agency of the State of California

By: \_\_\_\_\_  
**LINDY SUGGS**  
Staff Services Manager III

Date: October \_\_\_\_, 2021

**BORROWER**

**NAPA COUNTY HOUSING AUTHORITY**,  
a California joint powers authority and political division of the County of Napa

By: \_\_\_\_\_  
**RYAN GREGORY**  
Chair of the Board of Commissioners

Date: May \_\_\_\_, 2022

**APPROVED AS TO FORM:**  
**NCHA Legal Counsel**

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

Date: April 22, 2022

Exhibit "A"

**PARCEL ONE:**

**A portion of the lands of Heublein, Inc. as described in the Deed to Mont La Salle Vineyards, filed in the Office of the County Recorder of Napa County, California in Book 536 of Official Records at Page 97, more particularly described as follows:**

**Commencing at the California State Division of Highways concrete right-of-way monument designated y.325781.66 x.1847112.27 on the California State Division of Highway Location Map Number IV-NAP-29-C (sheet 7), said map being filed in the Office of the Assessor of the County of Napa, California at Highway Map #B-9-5; thence South 47° 51' 26" East, 20.00 feet to an undesignated concrete right-of-way monument as shown on the aforementioned map, said monument being the True Point of Beginning of this description; thence North 42° 08' 34" East, 100.00 feet to a small nail and shiner; thence South 27° 04' 29" East, 148.71 feet to an iron spike; thence South 47° 51' 26" East, 200.00 feet to an iron spike; thence South 42° 08' 34" West, 200.00 feet to an iron spike marking the Northeast right-of-way of State Highway No. 29; thence North 47° 51' 26" West, 313.11 feet, and North 12° 08' 34" East, 45.03 feet along said right-of-way line to the True Point of Beginning.**

**APN: 020-230-007**

**PARCEL TWO:**

**An easement, 20 feet wide, for road and utility purposes lying 20 feet on the Northerly side of the following described lines:**

**Commencing at the California State Division of Highways concrete right-of-way monument designated y.325781.66 x.1847112.27 on the California State Division of Highway Location Map Number IV-NAP-29-C (sheet 7), said map being filed in the Office of the Assessor of the County of Napa, California at Highway Map #B-9-5; thence South 47° 51' 26" East, 20.00 feet to an undesignated concrete right-of-way monument as shown on the aforementioned map, said monument being the True Point of Beginning of this description; thence North 42° 08' 34" East, 100.00 feet to a small nail and shiner.**

**PARCEL THREE:**

**Sewarge Easement as Contain in Agreement by and Between Diageo North America, Inc., and Napa Valley Housing Authority Dated May 16, 2005 Recorded June 24, 2005 Instrument No. 2005-0025135 And Restated by Instrument No. 2005-0031834..**