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Development Agreement Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, APPROVING THE DEVELOPMENT
AGREEMENT BETWEEN NAPA COUNTY AND MEADOWOOD RESORT, A
DELAWARE LIMITED LIABILITY COMPANY TOGETHER WITH MEADOWOOD
ASSOCIATES, A LIMITED PARTNERSHIP, AND HMS VINEYARDS LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 (the “Development Agreement Statute”), authorizing municipalities to enter into development agreements in connection with the development of real property within their jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreement; and

WHEREAS, the purpose of the Development Agreement Statute is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations; and

WHEREAS, Meadowood Resort holds legal or equitable interests in real property in Napa County, commonly referred to as Meadowood Napa Valley, generally located at 900 Meadowood Lane, St. Helena, California (Napa County APNs 025-080-032, -033, -034, -035, and -036, as more particularly described in the legal description attached as Exhibit A (the “Resort Property”) and depicted on the site plan attached as Exhibit C (“Site Plan”) to the form of Development Agreement attached to this Ordinance as Attachment 1; and

WHEREAS, Meadowood Associates and HMS Vineyards hold legal or equitable interests in real property in Napa County generally located at 1030 Silverado Trail, St. Helena, California (APN 025-110-0066 and 025-120-127 belonging to Meadowood Associates, and APNs 025-110-049, -050, -064, -065 belonging to HMS), as more particularly described in the legal description attached as Exhibit B (the “NV Reserve Property”) and depicted on the site plan attached as Exhibit C (“Site Plan”) to the form of Development Agreement attached to this Ordinance as Attachment 1; and

WHEREAS, Meadowood Resort, Meadowood Associates and HMS Vineyards are collectively referred to as the Owner herein; and

WHEREAS, the Owner has owned the Resort Property since 1981 and the NV Reserve Property since 2001. The Resort Property is used for resort, club and related commercial uses, while the NV Reserve property is used for agricultural and winery uses. The Resort Property and the NV Reserve Property include eleven contiguous parcels and are collectively referred to herein as the “Meadowood Estate” or the “Property;” and

WHEREAS, since 1961 a portion of the Resort Property has been authorized by Napa County for a country club and related uses under various use permits, modifications to use permits and a prior 1981 Development Agreement; and

WHEREAS, In June 2008, the County adopted an update to its General Plan, which included Policy AG/LU-103 confirming Meadowood’s status as a legal conforming commercial resort and recreational facility; and

WHEREAS, on September 28, 2020, the Glass Fire burned across the Meadowood Estate. The fire caused significant damage to various buildings and facilities on the Resort

Property, forcing an immediate and indefinite closure of Meadowood. However, the Glass Fire did not damage any structures on the NV Reserve Property; and

WHEREAS, the Owner desires to replace, restore and renovate the facilities destroyed or damaged by the Glass Fire to fully reopen Meadowood to normal capacity for its members, overnight guests, and other visitors to Napa Valley as promptly as possible. In restoring the Resort Property, Owner intends to rehabilitate Meadowood's facilities to continue to meet and exceed the expectations of its guests, while also incorporating the highest standards of fire-safe construction and landscape design and maintenance (the "Rehabilitation Project" or "Project). The Owner does not intend for the Rehabilitation Project to change the intensity of the uses allowed or developed at Meadowood or increase the number of 106 overnight lodging rooms that existed prior to the Glass Fire; however, the Owner desires for the Rehabilitation Project to slightly increase the size of certain buildings and reconfigure the placement of those buildings on the Resort Property that were destroyed by the Glass Fire to meet current and future trends in hospitality; and

WHEREAS, on December 15, 2020, the Board of Supervisors ("Board") directed staff to work with the Owner on the terms of a development agreement and to allow for the temporary relocation of facilities lost in the Glass Fire to other areas on the Meadowood Estate, including the NV Reserve Property; and

WHEREAS, from January to August 2021, staff and the Owner discussed possible terms of a development agreement to be considered by the Board; and

WHEREAS, on September 14, 2021, the Board held a public meeting and took public testimony regarding its intent to negotiate terms and conditions of a proposed development agreement with the Owner. After considering public and staff testimony, the Board provided

direction to County staff to negotiate a draft development agreement with Owner for its future consideration based on the terms and conditions directed by the Board; and

WHEREAS, on February 1, 2022, Owner submitted to County an application, with subsequent revisions, for a Development Agreement and a conditional use permit modification (File No. P21-00211) incorporating that certain development plan entitled “Development Plan for the 2020 Glass Fire Rehabilitation Project dated June 25, 2022” (the “Development Plan”), which contains an Executive Summary, a Conceptual Development Plan, and Development Standards and Review Procedures for the rehabilitation and rebuild of the Resort Property and for temporary uses and related improvements on the NV Reserve Property the (“Project);” and

WHEREAS, the County has determined that the Project is a development for which a development agreement is appropriate. The Development Agreement will eliminate uncertainty in the County's land use planning process and secure orderly development of the Project, assure progressive and timely installation of necessary improvements and mitigation appropriate to each stage of development of the Project, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The County desires to provide certainty through the Development Agreement with respect to specific development criteria that will be applicable to the Property in accordance with sound planning principles. The Development Agreement, if approved, would guide rehabilitation and development within the existing Meadowood Resort development area, and define the rights and obligations of County and Meadowood Resort, Meadowood Associates and HMS Vineyards; and

WHEREAS, after conducting a duly noticed public hearing on August 17, 2022, in accordance with the Development Agreement Statute, the Napa County Planning Commission by a unanimous vote recommended that the Board adopt the Development Agreement; and

WHEREAS, thereafter on September 13, 2022, the Board held a duly noticed public hearing on the Development Agreement pursuant to the Development Agreement Statute.

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The Board finds that pursuant to California Government Code Section 65867.5, the Development Agreement is consistent with the County's Zoning Ordinance and the following goals, policies, action items and objectives and programs of the County's General Plan:

Goals: AG/LU-6, CON-8, CON-10, CON-14 and E-2.

Policies: AG/LU-12, AG/LU-45, AG/LU-46, AG/LU-47, AG/LU-103, AG/LU-108, CON-50, CON 52, CON-53, CON-60.5, CON-67, CON-72, CON-77, CON-81, E-2, E-6, SAF-16, and SAF-20.

SECTION 3. The Board finds that the Project approved by the Development Agreement provides substantial public benefits to persons residing or owning property outside the boundary of the Property beyond the exactions for public benefits required in the normal development review process under federal, state or local law, as described in the foregoing recitals and in the Development Agreement. The Board further finds that the Development Agreement is in compliance with Government Code Section 65867.5 and therefore may be approved.

SECTION 4. The Development Agreement substantially in the form attached hereto as Attachment 1 and incorporated herein by reference between the County and Meadowood Resort, a Delaware limited liability company together with Meadowood Associates, a limited partnership, and HMS Vineyards LLC, a California limited liability company, is hereby approved. The Board authorizes and directs the Chair to execute the Development Agreement, subject to any further modifications that the Executive Officer determines, in consultation with

the County Counsel, are in the best interest of the County, do not materially decrease the benefits to or materially increase the obligations or liabilities of the County, and are in compliance with all applicable laws.

SECTION 5. The Project Approval or Subsequent Approval set forth in the Development Agreement shall prevail in the event of any conflict or inconsistency with the County Zoning Code or Subdivision Code.

SECTION 6. All actions taken by County officials in preparing and submitting the Development Agreement to the Board for review and consideration are hereby ratified and confirmed, and the Board further authorizes the Executive Officer and any other appropriate officers, agents or employees of the County to take any and all steps as they or any of them deems necessary or appropriate, in consultation with the County Counsel, in order to consummate the matters set forth in the Development Agreement.

SECTION 7. Pursuant to Government Code § 65868.5, the Clerk of the Board of Supervisors shall record with the County Recorder of Napa County a copy of the Development Agreement within ten (10) days after the Development Agreement is fully executed.

SECTION 8. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 9. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was recommended for adoption and public hearing held thereon before the Napa County Planning Commission at a regular meeting of the Commission on the

17th day of August, 2022. The Planning Commission’s recommendation was considered by the Board of Supervisors and this Ordinance was introduced and read at a regular meeting of the Napa County Board of Supervisors (“the Board”), State of California, held on the ___ day of September, 2022, and passed at a regular meeting of the Board held on the ____ day of _____, 2022, by the following vote:

AYES: SUPERVISORS _____

 NOES: SUPERVISORS _____
 ABSTAIN: SUPERVISORS _____
 ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

 RYAN GREGORY, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson (e-sign)</u> Deputy County Counsel</p> <p>By: <u>/s/ Meredith Trueblood</u> County Code Services</p> <p>Date: 8/19/2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
 NEHA HOSKINS, CLERK OF THE BOARD

Attachment No. 1 – Development Agreement