



2020-0026154

Yolo County Clerk/Recorder
Jesse Salinas

Monday, Aug 17, 2020 10:08:50 AM

RECORDING REQUESTED BY:

Yolo County Board of Supervisors
Courier #61

Titles: 2

Pages: 9

Fees:

\$0.00

CA SB2 Fee:

\$0.00

Taxes:

\$0.00

Total:

\$0.00

YOLO COUNTY BOS

WHEN RECORDED RETURN TO:

Yolo County Board of Supervisors
Courier #61

***FROM THIS POINT AND ABOVE IS FOR RECORDERS**

Ordinance No. 1524 – Approving an Amended and Restated Development
Agreement for the Orciuoli Residential Subdivision Project
and

Agreement No. 20-220 (Third Amendment to Agreement No. 07-252)

Board of Supervisors Meeting of August 4, 2020

9 1/2

AUG 10 2020

BY Lupita Ramirez
DEPUTY CLERK OF THE BOARD

ORDINANCE NO. 1524

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO
APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE
ORCIUOLI RESIDENTIAL SUBDIVISION PROJECT**

The Board of Supervisors of the County of Yolo, State of California, hereby ordains as follows:

SECTION 1. PURPOSE AND FINDINGS

The County of Yolo ("County") and Castle Principles, LLC ("the Applicant") have negotiated a restated and amended development agreement ("Development Agreement") relating to the 'Orciuoli' Residential Subdivision Project ("Project"). The purpose of this Ordinance is to approve and authorize the execution and recordation of the Development Agreement prepared for this Project.

In a resolution adopted concurrently with the approval of this Ordinance, among other things, the Board of Supervisors (a) certified that the Addendum to the EIR (SCH#2004122100) for the Project was prepared in accordance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, and all other provisions of California law, (b) stated and found that it had reviewed and considered the information and analysis contained in the Addendum, and (c) stated and found that the Addendum reflects the Board's independent judgment. The Board also determined the Project to be consistent with the General Plan, approved the Project, and adopted Findings of Fact and a Statement of Overriding Considerations.

Altogether, the Board finds that the Development Agreement is consistent with the Yolo County General Plan, the Yolo County Code, and applicable requirements of California law. The Board also finds that execution of the Development Agreement is in the public interest, as it provides assurance of compliance with all County requirements. Furthermore, the Development Agreement provides many public benefits that would not have been achieved in its absence. Those public benefits include, among other things, provision of community parks and pathways, dedication of land to support the Esparto Community Service District, and 36 units of affordable rental housing. The County has reviewed and processed the Development Agreement in accordance with all requirements of California law and the Yolo County Code.

SECTION 2. ADOPTION AND APPROVAL OF THE DEVELOPMENT AGREEMENT

The Board of Supervisors hereby adopts and approves the Development Agreement prepared in connection with the Project (Exhibit 1), and authorizes the Chair of the Board to execute the Development Agreement following its execution by an authorized representative of the Applicant.

SECTION 3. RECORDATION AND BINDING EFFECT

A.No later than 10 days after the Development Agreement is fully executed, the Clerk of the Board shall cause to be recorded with the County Recorder a fully-executed copy of the Development Agreement together with this Ordinance.

B.The burdens of the Development Agreement shall be binding upon, and the benefits of the Development Agreement shall inure to, all successors in interest to the parties thereto.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in the Davis Enterprise, a

newspaper of general circulation, printed and published in the County of Yolo, with the names of the Board members voting for and against the Ordinance.

I HEREBY CERTIFY that the foregoing Ordinance was introduced before the Board of Supervisors of the County of Yolo and, after a noticed public hearing, said Board adopted this Ordinance on the 4th day of August 2020, by the following vote:

AYES: **Provenza, Chamberlain, Villegas, Saylor, Sandy.**

NOES: **None.**

ABSENT: **None.**

ABSTAIN: **None.**



Gary Sandy, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

Approved as to Form:
Philip Pogledich, County Counsel

By: 

Deputy (Seal)

By: 

Eric May, Senior Deputy

Exhibit 1: Orcioli Residential Subdivision Project Development Agreement

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

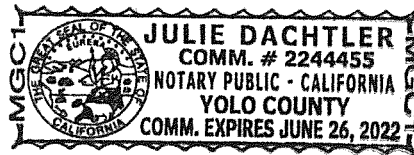
STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 7, 2020, before me, Julie Dachtler, Notary Public, personally appeared Gary Sandy, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Julie Dachtler
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Ordinance No. 1524 Document Date: 8-4-20
Number of Pages: 5
Signer(s) Other Than Named Above: Eric May & Julie Dachtler

Capacity Claimed by Signer

Signer's Name: Gary Sandy
Title: Chair
Signer is Representing: Yolo County

AUG 10 2020

BY *Jupita Ramirez*
DEPUTY CLERK OF THE BOARD

EXHIBIT 1

AGREEMENT NO. 20-220

(Third Amendment to Development Agreement No. 07-252)

This Third Amendment to Development Agreement No. 07-252 (“Agreement”) is made and entered into this 4th day of August, 2020, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Castle Principles, LLC, a limited liability company (“Developer”).

WITNESSETH

WHEREAS, County entered into a development agreement with Developer on or around April 16, 2007 regarding the approval of Tentative Subdivision Map No. 4655 and related approvals to develop the Orciuoli/Cottage Series at Esparto subdivision project (“Development Agreement”); and

WHEREAS, on or around October 3, 2017, the County agreed to extend the expiration date of the Development Agreement to November 21, 2019; and

WHEREAS, on or around March 12, 2019, the County agreed to extend the expiration of the Development Agreement to December 31, 2020, and remove the gas station/retail requirement obligation while transferring the gas station requirement to the owner of the E. Parker subdivision; and

WHEREAS, the Development Agreement is being amended to extend the term, replace 60 single-family units with a 60-unit affordable apartment complex, and make minor revision of the map.

NOW, THEREFORE, the County and Developer agree to amend the Development Agreement as follows:

I. Article 1, Section 1.02 shall be amended as follows:

Section 1.02. Term. The term of this Agreement (the “Term”) shall commence upon the Effective Date and shall continue until December 31, ~~2020~~ 2029. In the event the Developer does not complete construction of the Project in accordance with all Project Approvals, and all Subsequent Approvals, this Agreement shall automatically terminate, with the exception of those provisions that impose post-termination obligations upon Developer.

II. Article 4, Section 4.01.02 (A, C, and I) shall be amended as follows:

A. Parks. A minimum 3.0-acre park shall be located in the southeast corner of the subject site, exclusive of the proposed storm water detention basin. There shall be no back-on lots, and a local street shall be developed along its length. Park improvements are to include, at a minimum, design, grading, clearing, drainage, turf, trees, landscaping, irrigation, drinking fountain, trash receptacles, walkways, playground, one shade structure (gazebo), four picnic tables, basketball court, restroom, four benches, and four BBQ grills, ~~and a minimum of 0.5 acres (maximum 1.0 acres) designated for future potential community swimming pool.~~ The site shall be graded, landscaped, and irrigated to integrate with the existing path immediately east and the detention basin/path immediately south of the park.

~~An additional neighborhood park (approximately 8,800 square feet) shall be located south of the apartment site adjacent to the Winters Canal. Two other small parks (each approximately 4,000 square feet) are to be located near the center of the Project Area. Each small The park shall be landscaped with turf and trees and shall be irrigated. Steel tube fencing, similar in appearance to wrought iron, shall be installed along the full length of Cowell Drive and a portion of Road "A" for each around the park, to prevent direct access to the street and round-about canal by children. Each ~~small~~ The park shall be provided with a tot lot or playground, water fountain, trash receptacles, and four benches.~~

C. ~~School Access.~~ Multi-Use Path. Within six months of the issuance of the first building permit for residential construction within each phased Final Map, the Developer shall provide a continuous paved path, for that portion of the path located within the area of each Final Map, with a minimum width of 8 feet. The continuous path shall be constructed from the existing path parallel to Duncan Drive, north along the east side of the Winters Canal to the western boundary of the Project Area closest to the eastern end of County Road 19H. The path shall be ~~located within a minimum 25-foot wide~~ landscaped and irrigated area extending for the full length of the western boundary of the project site. The purpose of the paved path is to provide a safe bicycle/pedestrian route from Esparto to the ~~proposed high school site located a future trail~~ west of County Road 85B. Prior to the commencement of construction of the path or adjacent landscaped areas, all plans for the design and improvement of the path and adjacent landscaped areas shall be submitted to the Director for his or her review and approval, which shall not be unreasonably withheld. The landscaped area associated with the path shall include trash receptacles, four BBQ grills, and four picnic tables. Infrastructure for the Esparto Community Services District, including a water storage tank, may be located within the landscaped area, subject to approval by the Director.

I. Agricultural Worker Affordable Housing. As part of the Project, the Developer shall construct ~~36 cluster homes for the exclusive purchase by bona fide agricultural workers who work in Yolo County~~ 60 units of rental apartments. Eighteen (10%) of the homes units shall be sold rented at prices affordable to moderate-income families and 18 of the units shall be rented at prices affordable to low-income families, as provided in the Yolo County Affordable Housing Ordinance. ~~The other eighteen homes may be sold at market rate prices. The deed restrictions or other instrument used to limit the homes to purchase by bona fide agricultural workers~~ An Inclusionary Housing Agreement shall be submitted to County Counsel for review and approval prior to the first Final Map. County shall not unreasonably withhold approval of said ~~restrictions agreement~~.

III. Article 4, Section 4.01.02 (J, K, L) shall be deleted as follows:

J. ~~Site Plan Changes.~~ Developer shall alter the site plan to allow for the following street modifications, subject to approval by the Director to ensure consistency with safety and engineering standards:

1. ~~Extend the bicycle/pedestrian path that parallels the Winters Canal north to County Road 19H. The path shall be extended west from the subject property to connect with the existing paved surface for Road 19H, within the existing County right of way. This would create a safe route to County Road 85B for students of the proposed new High School, as well as continue the use of the waterway as an aesthetic feature for pedestrians and bicyclists.~~

2. ~~Extend "F" Court south to connect with Duncan Drive and north to connect with "D" Court. Make the western ends of "D" Court and Road "A" cul-de-sacs. This would create a second connection to the Esperanza Estates subdivision and provide several street connections to the pedestrian/bicycle path along the Winters Canal.~~
3. ~~Extend Road "A" north to connect with "E" Court. This will create additional parking for events and recreational activities at the park/detention basin.~~
4. ~~Extend Road "C" south to connect with Road "D". Eliminate Road "E" and have the western portion of Road "D" end in a cul-de-sac.~~

~~K. Traffic Mitigation. Developer agrees that its traffic mitigation (set forth in Mitigation Measures 4.2.5 through 4.2.6) may be satisfied by the payment to the County of a total of \$450,000 for the improvement of the intersection of County Road 86A and State Route 16, as well as the construction of the Alpha Street bridge over Lamb Valley Slough. These improvements have been determined by the County to accomplish substantially the same purpose as the requirements set forth in the Mitigation Measures above. The first payment of \$225,000 shall be paid to the County prior to the recording of the first phase of the Final Map, with the remainder to be paid prior to the recording of the second phase of the Final Map. Developer is not required to construct any of the above off-site traffic improvements or provide any associated environmental mitigation.~~

~~L. Agricultural Mitigation. Developer shall deed an agricultural easement to a land trust reasonable acceptable to the Director. The agricultural easement shall encumber thirty-eight and four-tenths (38.4) acres of that certain real property owned by Developer and described in Exhibit A attached hereto. Developer reserves the right to designate the thirty-eight and four-tenths (38.4) acre portion of described real property to be encumbered by the agricultural easement so long as said acreage has agricultural capabilities comparable to the Project Area, based on soil type and water availability.~~

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CASTLE PRINCIPLES, LLC
 By [Signature]
 Managing Member

COUNTY OF YOLO
 By [Signature]
 Gary Sandy, Chair
 Board of Supervisors

Attest:
 Julie Dachtler, Deputy Clerk
 Board of Supervisors

By [Signature]
 (Seal)
 BOARD OF SUPERVISORS
 YOLO COUNTY, CALIFORNIA

Approved as to Form:
[Signature]
 Eric May, Senior Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California,

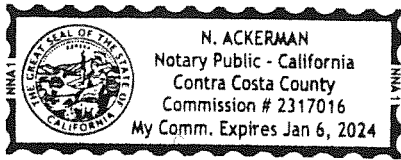
County of Contra Costa,

On July 31, 2020 before me, N. ACKERMAN, NOTARY PUBLIC, personally appeared
(Date)

THOMAS A. BALDACCI who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature N. Ackerman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____

Document Date: _____

Number of Pages: 5

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 7, 2020, before me, Julie Dachtler, Notary Public, personally appeared Gary Sandy, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Julie Dachtler
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement No. 20-220 Document Date: 8/4/20
Number of Pages: 5
Signer(s) Other Than Named Above: Managing Member

Capacity Claimed by Signer

Signer's Name: Gary Sandy
Title: Chair
Signer is Representing: Yolo County

END OF DOCUMENT