

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

Letter 151



June 18, 2007

Hillary Gitelman, Director  
Napa County Conservation, Development & Planning Dept.  
1195 Third Street, Suite 210  
Napa, California 94559

RE: Comment to Napa County Draft General Plan and Draft Environmental Impact Report on behalf of Meadowood Resort

Dear Ms Gitelman:

The Meadowood Resort ("Meadowood") located in unincorporated Napa County at 900 Meadowood Lane, has reviewed the draft Napa County General Plan Update ("Draft Plan") and Draft Environmental Impact Report for the Draft Plan ("DEIR"). Meadowood sees Napa County's General Plan Update as a rare opportunity to plan for the future in a way that benefits Meadowood and all Napa County. As such, Meadowood respectfully submits this comment to the Draft Plan and DEIR.

151-1E/P

#### MEADOWOOD

Meadowood was established in early 1961 and has become one of the Napa Valley's and California's premier resorts. Meadowood hosts a significant number of visitors to the Napa Valley including the President of the United States. In addition, Meadowood annually hosts Auction Napa Valley raising significant funds for Napa County charities. Meadowood contributes substantially to Napa County's economy and employs approximately 400 persons. As one of the few lodging accommodations in unincorporated Napa County, Meadowood pays Transient Occupancy Tax ("TOT") to Napa County, which generated over \$1.4 million in 2006.<sup>1</sup>

151-2P

Meadowood's establishment pre-dates the adoption of the first general plan in Napa County.<sup>2</sup> Under the current General Plan, Meadowood is located on land designated as Agricultural Watershed Open Space ("AWOS"), and that designation would continue under the Draft Plan. Meadowood's zoning is Planned Development ("PD"), which was established in 1981 through a use permit and rezone to establish the basic configuration

<sup>1</sup> As a resort in the unincorporated area, Meadowood pays TOT to Napa County at the current rate of 12% of the room rate charged to Meadowood's guests. Napa County Code §3.32.030.

<sup>2</sup> The Draft Plan provides that Napa County's first general plan was adopted in 1969 while Meadowood's first use permit was approved in 1961. See Draft Plan, page 1.

950 MEADOWOOD LANE • ST. HELENA, CALIFORNIA 94574 • TEL. (707) 963-3646 • (800) 438-8080 • FAX (707) 963-3332 • [www.meadowood.com](http://www.meadowood.com)



of Meadowood that exists today. A development agreement dated July 21, 1981 between the County and Meadowood set forth the development allowed on the property.<sup>3</sup>

Meadowood is in an increasingly competitive market for luxury accommodations. As neighboring counties (such as Sonoma and Mendocino) promote wine tourism industries, Meadowood faces competition from luxury resorts in those counties. Additionally, resort development in Napa County's cities, including room expansions and new resorts, presents Napa Valley visitors with additional luxury lodging options. These competing resorts have a distinct advantage in that they are not limited by the land use restrictions that currently apply to Meadowood. In order to remain competitive with these new resorts, Meadowood must be able to enhance and upgrade its amenities. Failure to do so will result inevitably in a steady decline in occupancy, room rate, and revenue for Meadowood, which leads to a relative declining stream of TOT revenue to the County. This General Plan Update is an opportunity to fix many unintentional land use constraints that block Meadowood's abilities to keep up with the marketplace.

151-2P  
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**PLANS TO PRESERVE AND ENHANCE MEADOWOOD**

This comment letter proposes concepts and policies for the General Plan that would enable Meadowood to enhance and upgrade its existing resort campus, which will increase the room rate which Meadowood can charge. Significantly, these policies will not be growth inducing or lead to increased impacts or development pressure on agricultural lands or other environmental impacts. Since Meadowood's room rate and occupancy directly impact TOT, Napa County benefits from a more successful Meadowood. Meadowood projects that the improvements described below could result in increased revenue generating additional TOT of up to one million dollars per year.

Meadowood hopes to enhance its visitor accommodations and amenities within its existing resort complex. For example, Meadowood plans to: 1) remodel and expand its spa; 2) provide more retail for guests; 3) expand its clubhouse and develop additional golf retail; 4) construct a welcome/reception building; and 5) construct new swimming pools.

Unfortunately, Meadowood's PD zoning and AWOS designation present problems for the needed improvements at Meadowood. Since 1985, the PD zoning arguably became inconsistent with the AWOS General Plan designation but was not considered inconsistent in any Meadowood permit approvals and amendments to the development agreement.<sup>4</sup> Now, the Draft Plan states outright that PD zoning is inconsistent with

<sup>3</sup> A copy of the development agreement dated July 21, 1981 is attached at Tab A. The development agreement was modified slightly through a subsequent agreement dated October 20, 1983 a copy of which is attached at Tab B.

<sup>4</sup> In 1985, the PD district was amended to be more residentially oriented, which brought into question the consistency between Meadowood's zoning and AWOS General Plan designation. Napa County Ordinance No. 793.

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AWOS.<sup>5</sup> This inconsistency threatens any discretionary approvals needed to advance Meadowood's plans.<sup>6</sup>

In order for Meadowood to compete as a luxury resort in the Napa Valley, the consistency of Meadowood with the General Plan must be resolved. Without resolving the consistency issue, the policies in the Draft Plan would bar Meadowood from competing with other luxury resorts resulting in the decline of occupancy, room rates, and revenue. Such consistency issues also impact Meadowood's reasonable investment backed expectations and rights.

Some ideas for resolving the consistency issue are presented below:

First, adding area specific policies for Meadowood could create opportunities for the enhancement of Meadowood's resort offerings. These policies would be similar to the area specific policies already proposed for Oakville, Rutherford, and South St. Helena.<sup>7</sup> A "Meadowood Area" could be created to achieve this goal. For example, language attached at Tab C could be used to create a Meadowood Area. Alternatively, the South St. Helena Area could be amended to specifically include Meadowood. Since the boundaries of the South St. Helena Area have not been specifically set by the Draft Plan, such amendment could be part of that process.

Second, the consistency issue could be resolved simply by inserting a policy that Meadowood's operation and development are consistent with the AWOS and do not constitute a legal nonconformity. This would be similar to the treatment of existing wineries in Napa County's Winery Definition Ordinance. Such a policy would not interfere with other policies or the Land Use Map of the General Plan and poses no threat to agriculture. The controlled development at Meadowood, which was established prior to the 1983 General Plan and Measure J, would not conflict with Napa County's agricultural policies. Meadowood asks that Napa County make these or other changes that would resolve the consistency issue at Meadowood. These simple but important changes do not impact the schedule or impacts of the General Plan. An example of language that would accomplish this small change is as follows:

Resorts established in agricultural areas under Planned Development zoning prior to June 7, 1983, and whose activities were lawful when established and have not been abandoned, are an integral part of the Napa Valley economy. Such resorts are necessary to promote the County's agriculture and are a major source of income and employment in Napa County. The County recognizes the legal existence of such resorts and

<sup>5</sup> Draft Plan, Table Ag/LU-B, pages 92-93.

<sup>6</sup> Consistency with the General Plan is required for use permit approvals. Napa County Code §18.124.070(D). Additionally, the Draft Plan states that all discretionary approvals must be consistent with the standards of the Draft Plan, which would arguably prohibit any discretionary approvals for Meadowood. Draft Plan, policy Ag/LU-114, page 92.

<sup>7</sup> Policy Ag/LU-93 for Oakville, policy Ag/LU-99 for Rutherford, and policy Ag/LU-104 for South St. Helena allow continued development of residential and commercial parcels that pre-date either Measure J (Rutherford) or February 1, 1990 (Oakville & South St. Helena).

151-2P  
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151-3P

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their need to operate as legal conforming uses; provided however that the intent in recognizing these uses as legal is not to permit expansion beyond the level which legally existed as of June 7, 1983, except as specifically authorized as part of a subsequent use permit approved in accordance with County regulations.

151-3P  
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THE DRAFT PLAN

Meadowood recognizes and appreciates that Napa County's agricultural character and scenic beauty set it apart. In fact, Meadowood's success is due not only to its own grounds, but the surrounding beauty of the Napa Valley as well. Accordingly, Meadowood strongly supports the preservation of agriculture in Napa County.

151-4P

Unfortunately, certain agricultural policies in the Draft Plan inadvertently hamper Meadowood's continued operation and development. Many of these policies are aimed at protecting Napa Valley's agricultural character, which Meadowood wholeheartedly supports. However, the unintended consequences of these policies, which may be a product of reformatting the 1983 General Plan, could harm Meadowood. In the long term, these policies would result in the decline of Meadowood's quality, occupancy, room rate, and revenue. This, again, could lead to a decline in the rate of TOT revenue to the County, which has not been analyzed. Each of these problematic policies is described below.

Policy Ag/LU-11

This policy is an excerpt from former policy 3.11, which defined the processing of agricultural products. This excerpt states as follows:

151-5P

No non-agricultural use or development of a parcel located in an agricultural area shall be permitted unless it is needed for the agricultural use of the parcel, except as provided in Policies LU-1, LU-5, and LU-24. (Former Land Use policy 3.11)<sup>8</sup>

The language of policy Ag/LU-11, taken alone and out of context, could be interpreted to prohibit new non-agricultural use or development in AWOS and conflict with other portions of the Draft Plan. Because former policy 3.11 contained this language in a broader definition of the uses allowable to process agricultural products, this language was not interpreted to cease any and all non-agricultural uses on preexisting commercially or residentially zoned parcels in an agricultural area, some of which have zoning that pre-dates the 1983 General Plan and Measure J. Some policies in the Draft allow the continued commercial or residential development of these preexisting zoned parcels.

<sup>8</sup> Draft Plan, policy Ag/LU-11, page 35.

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#### Policies Ag/LU-41 & 42

These policies result from the split of former policy 5.4, which was a lengthy policy addressing parcels zoned for commercial uses in agricultural designations under the 1983 General Plan. Policy Ag/LU-41 states as follows:

151-6P

For parcels fronting upon the west side of the Napa River south of the city of Napa which are designated "Agriculture, Watershed, and Open Space" or "Agricultural Resource" on the Land Use Map of this General Plan which have commercial zoning, additional commercial development will be allowed as follows:

- All existing commercial establishments that are currently located within a commercial zoning district shall be allowed to continue to operate and use the existing buildings and/or facilities.
- Additional commercial uses which are permitted by the existing commercial zoning of the parcel shall be permitted on that portion of the parcel zoned commercial.
- Existing restaurants qualifying under this Policy that are currently located within a commercial zoning district shall be allowed to increase the number of seats accommodated within existing buildings and/or facilities on any parcel designated as a historic restaurant combination zoning district. (*Former Land Use policy 5.4a*)<sup>9</sup>

Unlike the policy above, former policy 5.4 included all parcels previously zoned commercial in an agricultural area. This new policy is limited to parcels on the west side of the Napa River south of the City of Napa. The remaining portions of former policy 5.4 are contained in policy Ag/LU-42, which states as follows:

All existing commercial establishments that are currently located within a commercial zoning district shall be allowed to continue to operate and use the existing buildings and/or facilities. Additional commercial uses which are permitted by the existing commercial zoning of the parcel shall be permitted on that portion of the parcel zoned commercial. (*Former Land Use Element policy 5.4*)<sup>10</sup>

Unlike Former Policy 5.4, policy Ag/LU-42 does not specifically list commercial districts in agricultural areas. The changes in language from former policy 5.4 to the policies Ag/LU-41 and Ag/LU-42 make it unclear whether established commercial businesses on commercially zoned parcels in agricultural areas may continue.

<sup>9</sup> Draft Plan, policy Ag/LU-41, page 45.

<sup>10</sup> Draft Plan, policy Ag/LU-42, page 46.

Policy Ag/LU-113

Policy Ag/LU-113 is a new policy and provides as follows:

Zoning shall be consistent with General Plan land use designations. In areas where the zoning and the land use designation are not identical, Table Ag/LU-B shall be used to determine consistency for rezoning applications.<sup>11</sup>

151-7P

Table Ag/LU-B lists only the Agriculture Watershed (“AW”) and Timberland Preserve (“TP”) as zoning districts considered consistent with the AWOS designation. Because the Draft Plan makes no accommodation for parcels with zoning that pre-dates the 1983 General Plan or Measure J, this blanket policy on consistency makes any other zoning inconsistent and would require that parcels in the AWOS be rezoned to AW or TP.<sup>12</sup>

Policy Ag/LU-114

Policy Ag/LU-114 also is new and provides as follows:

The standards shown or contained in this Land Use Element shall apply to the land use categories shown on the Land Use Map. All discretionary approvals shall be in conformance with these standards.<sup>13</sup>

151-8P

While seemingly innocuous, this policy departs from state law requirements for interpreting a general plan in relation to a project. This policy mandates that all discretionary decisions strictly comply with general plan standards while state law provides that general plan policies are interpreted and applied holistically rather than as a set of rigid standards.<sup>14</sup> Together with policy Ag/LU-113, policy Ag/LU-114 hamstrings Napa County by restricting the County’s options on parcels in agricultural areas with zoning other than AW or TP. The County could make no discretionary decisions on these parcels until the parcel is rezoned to AW or TP.

In summary, the above policies could convert all of Meadowood into a legal nonconformity that cannot alter its existing building footprint or use in any way.

<sup>11</sup> Draft Plan, policy Ag/LU-113, page 92.

<sup>12</sup> State law would actually require such a rezoning based on the Draft Plan’s specific expression of the zoning districts that are consistent with AWOS. Government Code § 65860; *Leshar Communications Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531.

<sup>13</sup> Draft Plan, policy Ag/LU-114, page 92.

<sup>14</sup> “An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment.” Governor’s Office of Planning and Research, *General Plan Guidelines* (2003), page 164; *Corona-Norco Unified Sch. Dist. v. City of Corona* (1993) 17 Cal. App.4th 985, 994; *City of Irvine v. Irvine Citizens Against Overdevelopment* (1994) Cal. App.4th 868, 879. State law does not require that each standard asserted as a goal in the general plan be rigidly applied if a project meets the above test for overall general plan consistency.

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Additionally, Meadowood could be required to rezone to AW or TP within two years of adoption of the Draft Plan.<sup>15</sup> 151-8P  
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#### THE DEIR

As explained above, the Draft Plan's current policies would result in unintended negative effects upon Napa County generally and Meadowood specifically. Meadowood is a significant employer and source of TOT revenue for the County. These negative effects would result in a loss of County funds for services and a shift in visitor traffic. In addition, reducing Meadowood's ability to keep up with the marketplace will increase pressure on agricultural land conversion. However, the DEIR does not identify, analyze, or mitigate those impacts resulting from a decline at Meadowood. Those impacts are described in turn below. 151-9E/P

#### *A. Reduction in TOT*

As mentioned briefly above, Meadowood pays TOT to Napa County. Since Meadowood is a luxury resort and TOT is a percentage of the room rate charged, the TOT paid by Meadowood is a significant amount. These TOT funds contribute to a range of activities in Napa County with physical impacts such as road and building construction, housing, fire and emergency services.<sup>16</sup> 151-10E

If Meadowood fails to keep pace with resorts in neighboring counties and the cities, the marketplace will dictate a reduction in Meadowood's room rate and occupancy. Such reductions would directly reduce TOT paid to Napa County, which would reduce the services and activities currently planned under the Draft Plan. The DEIR does not address, identify or analyze the impacts to the County's activities and services resulting from this reduction in TOT that are a direct result of the policies mentioned above.

#### *B. Shifting Patterns of Visitor Accommodations*

Tourist travel along Napa County roads is an identified, significant component of Napa County's traffic, and Napa County experiences fluctuations in traffic volume and congestion based simply on tourism in the summer months.<sup>17</sup> Being centrally located in Napa Valley's wine country, Meadowood provides visitor accommodations in near proximity to surrounding tourist venues, which shortens travel time on Napa County roads. A decline in Meadowood's occupancy would be offset with visitors choosing accommodations in nearby cities or adjacent counties. These visitors would then drive farther and longer on Napa County roads to those venues. The DEIR does not address whether this shift in visitor traffic patterns alters the level of service ("LOS") of Napa 151-11E

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<sup>15</sup> The Governor's Office of Planning and Research asserts that two years is a reasonable timeframe for amendment of a zoning ordinance following the update of a general plan. Governor's Office of Planning and Research, General Plan Guidelines (2003), page 164.

<sup>16</sup> See Napa County's Recommended Budget for Fiscal Year 2007-08 online at <http://www.co.napa.ca.us/>.

<sup>17</sup> DEIR, page 4.4-11.

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County roads.<sup>18</sup> In addition to traffic impacts, the decline of Meadowood's competitiveness could result in growth inducement and development pressures in agricultural, residential, and industrial areas. Such growth inducement and development pressure are not identified or mitigated in the DEIR.

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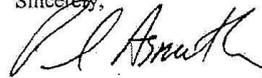
If the Draft Plan is to be adopted in its current form, the above impacts must be evaluated and addressed in the DEIR. Conversely, fixing these impacts through slight changes to the Draft Plan causes no impacts and requires no further analysis under the DEIR.

#### CONCLUSION

Meadowood sees an opportunity in the General Plan Update to overcome land use constraints in a way that benefits Meadowood and Napa County at large. Conversely, there are pitfalls in the current Draft Plan that could dramatically reduce Meadowood's competitiveness and its contributions to Napa County, and these pitfalls are not fully addressed in the DEIR. Meadowood looks forward to exploring creative solutions to these issues with Napa County. Thank you for your consideration.

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Sincerely,



Paul Asmuth  
Owner's Representative

<sup>18</sup> Additionally, increased travel volume and congestion increases vehicle emissions, which is not addressed in the DEIR.

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Filed JUL 21 1981  
CLERK OF COUNTY  
BY Karen Robinson  
County Clerk

RECORDED IN OFFICIAL RECORDS  
OF NAPA COUNTY CALIF.

JUL 31 1981  
AT 1:00 P.M.  
ELEANOR E. KIMBROUGH  
COUNTY RECORDER

*No fee*

#1847  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN COUNTY OF NAPA  
AND MEADOWOOD ASSOCIATES RELATIVE  
TO MEADOWOOD GOLF & RACQUET CLUB

As approved by the County Board  
of Supervisors on July 21, 1981  
and executed July 21, 1981

DICKENSON, PEATMAN, & FOGARTY  
809 Coombs Street  
Napa, California 94558

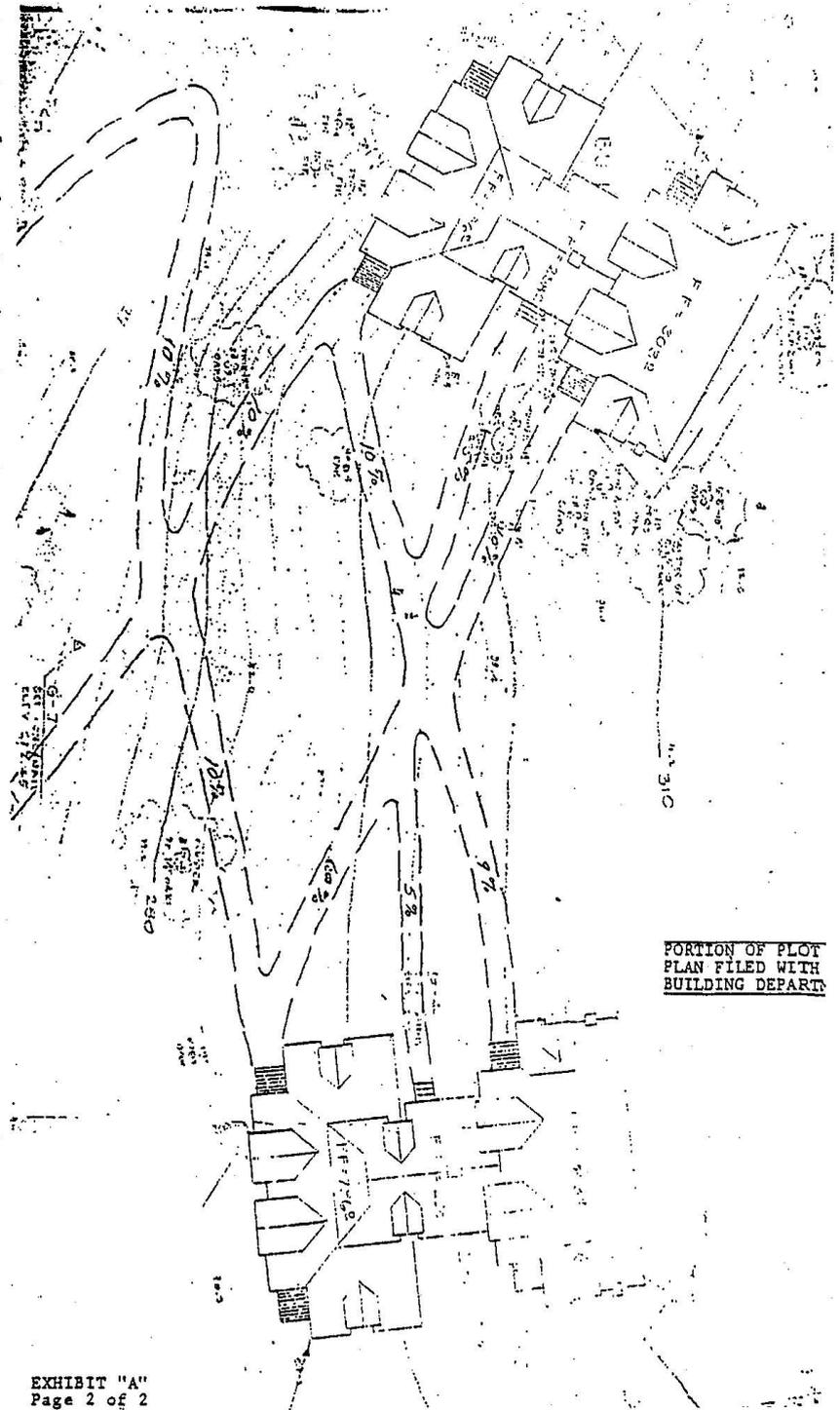
Attorneys for  
MEADOWOOD ASSOCIATES

ORIGINAL

EXHIBIT " C "

DA9662

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DEVELOPMENT AGREEMENT BY AND BETWEEN COUNTY  
OF NAPA AND MEADOWOOD ASSOCIATES RELATIVE  
TO MEADOWOOD GOLF & RACQUET CLUB

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DEVELOPMENT AGREEMENT  
BY AND BETWEEN COUNTY OF NAPA  
AND MEADOWOOD ASSOCIATES  
RELATIVE TO MEADOWOOD GOLF & RACQUET CLUB

This Development Agreement is made and entered into this 21<sup>st</sup> day of July, 1981, by and between the COUNTY OF NAPA, a political subdivision of the State of California, (hereinafter "County"), and MEADOWOOD ASSOCIATES, a California Limited Partnership, (hereinafter "Developer").

R E C I T A L S

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted Section 65864 et seq. of the Government Code which authorizes the County of Napa and an applicant for a development project to enter into a Development Agreement, vesting certain development rights in the property which is the subject of the development project - application or applications.

B. MEADOWOOD ACCOCIATES, "Developer" herein, owns in fee approximately 255 acres of real property located within the County of Napa, hereinafter called "Subject Property", in Napa County, California, described on Exhibit "A" attached hereto and incorporated by reference, which includes the Meadowood Golf and Racquet Club (hereinafter "Meadowood").

C. Meadowood Associates wishes to develop an existing seasonal resort located on subject property into a year-round support facility for the wine industry and community with the addition of a restaurant and lounge, meeting rooms,

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34 guest units, wine cellar and wine library, tennis shop, health facility, three caretakers' homes, four owner homes, four tennis courts, volleyball court and an additional 142 parking spaces all as more particularly set forth in Exhibits "B" and "C", attached hereto and hereinafter referred to as "Improvements".

D. In addition the Developer wishes to construct four owner homes as set forth in Exhibits "B" and "C" attached hereto, also referred to herein as "Improvements".

E. The County, in accordance with applicable local and state laws, reviewed and on June 3, 1980, approved the rezoning of approximately 74 acres of Subject Property to Planned Development (PD), with the remainder being zoned Agricultural Watershed (AW) as such zoning districts were defined in the Napa County Code at such time.

F. The County, in accordance with applicable local and state laws, reviewed and approved the Use Permit Request No. U-208081 for Meadowood on July 14, 1981. All terms and conditions imposed on approval of said Use Permit are contained within the Development Program attached hereto as Exhibit "B" and incorporated herein by reference.

G. In consideration of Developer's agreement herein to accomplish the proposed improvement of Meadowood in accordance with the conditions of the approved Use Permit and terms of this Agreement, the County desires and agrees to vest certain development rights in said property and process any remaining or supplementary applications for development permits or entitlements for use and development of said property pursuant to the approved Development Plan and Program expeditiously and in accordance with 06-15-81

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the terms of this Agreement and applicable state and local laws.

H. The Board of Supervisors has reviewed, relative to Use Permit Request No. 208081 and the terms of this Agreement, the Environmental Impact Report (EIR) identified as FEIR-044 and previously prepared and certified in connection with the 1980 rezoning application and Revised Development Plan, for Meadowood and hereby concurs in and ratifies the previous certification that said EIR is adequate and complete, that all necessary and appropriate notice was given and opportunity for public input and involvement afforded concerning the consideration of said EIR and that said EIR has been completed in accordance with CEQA and all State of California and local guidelines pertaining thereto. The Board further finds that:

(1) No substantial changes have been made in the October 1980 Revised Development Plan, or conditions of project approval as set forth in the application for the Use Permit approval and this Development Agreement or any other submittals for the development of the Subject Property which would require revision in the EIR or amendment of the prior findings in connection with the project; and,

(2) No substantial changes have occurred with respect to the circumstances under which Use Permit No. 208081 and this Development Agreement is being considered from those existing at the time the 1980 Revised Development Plan was approved which would require revision in the EIR or amendment of the prior findings in connection with the project; and,

(3) No relevant new information has become available since the certification of the EIR which was not known and could

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not have been known at the time of certification of said EIR, and no such new information has become available since the preparation of the EIR which should have been or should now be included in the EIR or require amendment of the prior findings in connection with the project; and,

(4) The relocation of the owners' homes from the AW zoned portion of the property to the PD zoned portion of the property is not a substantial change of the subject property which would require revision of the EIR or amendment of the prior findings in connection with this project.

The sole ground for requiring any subsequent or supplementary EIR in connection with the implementation of the project, annual review of Developer's performance under this Agreement or County review of the remaining development permits or other entitlements for use of said property as outlined herein shall be findings by the County pursuant to Section 15067 and 15067.5 of Title 14 of the California Administrative Code based upon substantial evidence on the record.

(5) Meadowood is a resort except for the four owner homes and is therefore not subject to the provisions of Measure A Growth Management System Element of the Napa General Plan.

(6) The four owner homes which are a part of the project are exempt from the provisions of Measure A as they were approved by the Board of Supervisors prior to the adoption of and/or implementation of Measure A.

I. The County Board of Supervisors has reviewed and hereby approves the provisions of this Development Agreement and Use Permit No. 208081 for Meadowood, both of which documents...

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entitlements for use of Subject Property include and incorporate by reference Exhibits "B" and "C" attached hereto; and further finds that said Use Permit, and this Agreement, including said Exhibits "B" and "C", are in conformance with the County General Plan and applicable state and local law and their implementation is in the best interest of the County and the health, safety and welfare of its residents.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

I (Section 100) GENERAL PROVISIONS

A. (Section 101) Property Subject To The Agreement

All of that real property located in the County of Napa, State of California, described in Exhibit "A", shall be subject to this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with said real property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto relative to all unbuilt portions of subject property.

B. (Section 102) Term

The term of this Agreement shall commence upon the effective date of the Ordinance approving this Agreement and shall extend for a period of ten years thereafter, unless said term is extended by circumstances set forth in Section 403 of this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect.

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C. (Section 103) Parties To The Agreement

1. (Section 104) The County Of Napa

The County of Napa is a political subdivision of the State of California, exercising general governmental functions and powers. The principal office of the County is located at 1195 Third Street, Napa, California 94558. "County" as used in this Agreement refers to the County of Napa, California, and any assignee or successor to its rights, powers and responsibilities with respect to said property. "Board" as utilized herein refers to the Board of Supervisors of the County of Napa.

2. (Section 105) The Developer

All references to "Developer" in this Agreement refer to Meadowood Associates, a California General Partnership, the principal office of which for purposes of this Agreement is:

MEADOWOOD ASSOCIATES  
3701 Buchanan Street  
San Francisco, CA  
Attention: Thomas R. Owens

D. (Section 106) Assignment

Developer shall have the right to sell, assign or transfer this Agreement with all its rights, title and interest therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide County with written notice of its intent to sell, assign, or transfer this Agreement at least thirty (30) days in advance of such action. Express assumption of any of the obligations of the Developer under this Agreement by any such assignee shall relieve Assignor from said obligation or obligations under this Agreement.

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E. (Section 107) General Development Plan

"General Development Plan" as utilized herein refers to that plan dated October 16, 1980 approved by the County as part of this Agreement and Use Permit No. 208081 and attached hereto as Exhibit "C". One copy of said Plan, endorsed by the appropriate representative of the County shall be filed and retained in each of the following offices: Office of the County Clerk, Office of the County Engineer and Office of the County Conservation, Development and Planning Department.

Said General Development Plan may be amended from time to time by mutual consent of the parties hereto and in accordance with the provisions of Government Code Section 65868 and Resolution No.80-91 of the County of Napa. The term "General Development Plan" herein shall include any such amendments properly approved and executed. Minor modifications to the General Development Plan, however, may be approved by the County Director of Conservation, Development, and Planning in writing in accordance with County ordinances.

F. (Section 108) Notices, Demands and Communications Between The Parties

Formal written notices, demands, correspondence and communications between the County and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage pre-paid, return receipt requested, to the principal offices of the County and the Developer. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section.

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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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#### II (Section 200) DEVELOPMENT OF THE SITE

##### A. (Section 201) Permitted Uses

The Subject Property may be used and developed only for commercial, residential, and recreational purposes as more particularly set forth in the General Development Plan and Development Program for Meadowood approved by the County and attached hereto and for such other uses that might be mutually agreed upon by the parties hereto in accordance with applicable provisions of County ordinances.

##### B. (Section 202) Permitted Density Of Development; Phasing; Timing Of Phases

Any future development of Subject Property shall be in accordance with the approved General Development Plan and subject to the conditions set forth in Section 300 and in Exhibit "B" attached hereto.

The numbers and location of Improvements shall be generally as indicated in the General Development Plan and provided, however, that precise placement and location of Improvements, roadways and landscaping, as shown on said plan is preliminary and descriptive only. Precise numbers and locations of Improvements, roadways and landscaping shall be determined at the time of County Approval of Specific Plan supplements for the Project.

Except as otherwise expressly set forth in Exhibit "B" hereto, the construction of improvements and development of the Subject Property may be accomplished in whatever phases or increments are selected by Developer.

##### C. (Section 203) Maximum Height And Size of Structure

The maximum height and size of structure

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be constructed upon the Subject Property shall be as allowed by County ordinance, regulation and policy and other applicable law which are effective the date of this Agreement.

D. (Section 204) Reservations Or Dedications of Land For Public Purposes

The General Development Plan and Development Program attached hereto as Exhibits "B" and "C" (and as duly amended from time-to-time) and set forth in full the reservations or dedications of portions of Subject Property that may be required as a condition of expanding and improving Meadowood. Unless otherwise set forth in Exhibits "B" and "C" hereto, all roads and other necessary means of ingress and egress shall remain private property and not be dedicated to the public.

E. (Section 205) Rules, Regulations And Official Policies

Development of the Subject Property, shall be governed first by the provisions of Exhibit "B" and "C" hereto and otherwise by the generally applicable County rules, regulations, ordinances, laws, general and specific plans and official policies governing development, density, permitted uses, growth management and environmental considerations and design criteria in force and effect upon the effective date of this Agreement.

During the term of this Agreement the County may apply to Subject Property only such new, modified rules, regulations, ordinances, laws, general or specific plans and official policies which are not in conflict with those in effect on the date of this Agreement or the terms, spirit and intent of this Agreement. However, this Section shall not preclude the application to development of the Subject Property of changes in

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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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County laws, regulations, plans or policies the terms and application of which are specifically mandated and required by changes in state or federal laws or regulations. In the event such changes in state or federal laws prevent or preclude compliance with one or more provisions of this Agreement and implementation of the approved Development Plan, the parties shall take appropriate action pursuant to Section 303 of this Agreement.

Application, processing and inspection fees, improvement standards as set forth in the County subdivision regulations and construction standards and specifications that are revised during the term of this Agreement shall apply to development pursuant to this Agreement provided that:

- a) such fees, standards and specifications apply to all private works within the County; and
- b) their application to development of the Subject Property is prospective only as to applications for building or other development permits or approval of tentative subdivision maps not yet accepted for processing; and
- c) their application to the development of the Subject Property would not render implementation of this Agreement and the approved General Development Plan impossible, unreasonably difficult or economically infeasible.

Development of the Subject Property pursuant to the Use Permit as last approved and amended and to the terms of this Agreement is hereby specifically acknowledged and declared, without limitation, to be exempt from the application of Measure A, adopted by the electorate in November, 1980 and from all supplementary ordinances, regulations, plans and policies mandated

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by the terms of Measure A. In the event that any portion of the herein described expansion of Meadowood is legally determined to be subject to said Measure A, or any supplementary ordinances, regulations, plans and policies mandated above, then in that event, this Agreement shall continue in full force and effect as to all other terms and conditions hereof and that portion of the Meadowood Development, if any, which is legally determined to be subject to Measure A or any implementing ordinances or regulations thereunder shall comply with the terms and provisions thereof.

Developer acknowledges that the County of Napa cannot control either the filing or the result of litigation on this matter, and therefore Developer agrees to waive all rights it may have against the County of Napa or any of its agents if the implementation of this Development Agreement or any provision thereof is frustrated as the result of Court action concerning the application of Measure A to development of the Subject Property.

F. (Section 206) Improvement Security/Insurance

As a condition of approving any development permits or other entitlements for use of all or a portion of the Subject Property, the County may require the furnishing of appropriate and reasonable improvement security pursuant to State and local law. The County may also require evidence of compliance with labor standards and insurance required as a standard condition under federal, state or local law at the time of County action on any necessary development permits or any other entitlements for use and development of the Subject Property pursuant to this Agreement.

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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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With regard to condition number 57 of the Meadowood Development Program, (Exhibit "B" hereto) which concerns projected public improvement of the intersection of Howell Mountain Road and Silverado Trail, Developer shall furnish to County, good and sufficient security in a form approved by the County Counsel in connection with this Agreement. Types of security which are acceptable to the County are: bonds of a duly authorized corporate surety; a deposit of money or negotiable bonds of the kind approved for securing deposits of public monies; an instrument of credit from a financial institution[s] pledging that the funds necessary to carry out said obligation by Developer are on deposit and guaranteed for payment; a lien upon the real property created by contract between Developer and the County; and any other form of security, including security interest in real property, which is acceptable to the County Counsel. Said security shall be in the sum of 100-percent of the proposed contribution by Developer set forth in condition No. 57 of Exhibit "B" and shall assure the faithful performance of said Covenant by Developer.

#### III (Section 300) DEVELOPMENT PROGRAM

##### A. (Section 301) Developer

Any construction and development activity on the Subject Property initiated by Developer pursuant to this Agreement shall be carried out generally in accordance with the conditions set forth in Exhibit "B" hereto. Developer expects to initiate construction on the site in calendar year 1981, and, absent unforeseen events or enforced delays, to complete development

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within ten (10) years. Minor modifications to the approved Development Program, consistent with County ordinances, may be made from time to time, subject to approval in writing by the County Director of Conservation, Development and Planning and by Developer. Such minor modifications to the Development Program hereunder or to the Development Plan pursuant to Section 107 above, do not constitute contract amendments requiring new notice and hearing under state and local law. As necessary for the effective implementation of this Development Agreement and Plan for development of the subject property, any agreement setting forth minor modifications to the Development Program and Development Plan herein shall contain parallel provisions constituting minor modifications to the approved Use Permit and other previously approved entitlements for use of the Subject Property. Copies of written documents constituting such modifications shall be maintained in the official contract file of the County Clerk.



B. (Section 302) The County

The County hereby agrees that it will accept for processing and review and action all applications for development permits or other entitlements for use of Subject Property in accordance with the approved Development Plan and this Agreement. The County further acknowledges that the parties have executed this Agreement subject to and contingent upon County approval of all necessary permits and/or entitlements for use no later than the times set forth as follows:

1. Approval of specific plan supplements to the approved

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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General Development Plan and Development Program, as set forth in Exhibit B, within Ninety (90) days of a complete application therefor.

2. Approval of construction plans and subdivision maps and any requests for extensions of time to pursuant to the Calif. Government Code as now in effect or subsequently amended and local ordinance.

3. Approval of building permits, within 30 days of submission of plans.

In all instances, the County shall inform Developer upon request of the necessary submission requirements for each application for a permit or other entitlements for use in advance and review said application and schedule the application for the Conservation, Development and Planning Commission and/or Board of Supervisors' action pursuant to the times set forth in this Section, so as to maintain the integrity of the development program set forth in Exhibit "B". Should the County fail to act within said time limitations, as Developer may elect to take further action under Section 400 herein.

In addition to its contractual obligations herein to cooperate with Developer in implementing the project in a timely fashion, County acknowledges that, in any event, it must take action upon the applications for development permits or other entitlements for use necessary to implement the General Development Plan and this Agreement within the time limitations established under existing or subsequently amended state and local planning, zoning, building, environmental, and subdivision laws or be

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subject to the additional statutory penalties set forth therein.

The County hereby covenants that the scope of its review of all remaining or supplementary applications for development permits shall be confined to the issue of substantial conformance to the approved General Development Plan and the terms of this Agreement and that the conditions imposed on approval or required reservations and dedications shall be restricted to those specified in Exhibits "B" and "C" hereto.

C. (Section 303) Cooperation In Securing Governmental Permits/Conflict of Laws

The County shall cooperate with the Developer in securing Developer all permits which may be required by the County or any other governmental agency.

In the event that state or federal laws or regulations enacted after this Agreement has been entered into or the action or inaction of any other affected governmental jurisdiction or any lending institution involved in financing the project prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by the County, the parties hereto agree that provisions of the Agreement shall be promptly modified or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of other affected governmental jurisdictions or lending institutions so long as said regulations are not inconsistent with County law and policy. Each party to this Agreement agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans, map or permits to permit continued development

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of the Subject Property to the extent feasible and consistent with the principles and provisions of this Agreement.

IV (Section 400) DEFAULT, REMEDIES, TERMINATION

A. (Section 401) General Provisions

Subject to extensions of time by mutual consent in writing or as set forth in Sections 402 and 403 hereof, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default or breach of this Agreement or any of its terms of conditions, the party alleging such default or breach shall give the breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, where appropriate, the manner in which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After proper notice and the expiration of said thirty-day cure period, the other party to this Agreement, at its option may institute legal proceedings pursuant to Section 404 hereof or give notice of intent to terminate this Agreement pursuant to California Government Code Section 65868 and County Resolution No. 80-91. Following notice of intent to terminate, the matter shall then be scheduled for consideration and reviewed in the manner set forth in California Government Code Sections 65865, 65867 and 65868 by the Board of Supervisors within thirty (30) days.

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Following consideration of the evidence presented before the Board of Supervisors, either party alleging a default by the other party may, at its option, give written notice of termination of this Agreement to the other party by certified mail. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the defaulting party.

Evidence of default by either party may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to California Government Code Section 65865.1. If either party determines that the opposing party is in default following the completion of the normally scheduled periodic review of progress under the Agreement, it may at its option, give, by certified mail, written notice of termination of this Agreement to the opposing party, specifying therein the alleged nature of the default, feasible actions to cure said default where appropriate, and granting the alleged defaulting party thirty (30) days in which to cure said default. If the alleged default is not cured or begun in substantial good faith within thirty (30) days or the defaulting party waives its right to cure such alleged default, this Agreement shall be deemed terminated thirty-one (31) days from the date of mailing of the notice of intent.

Failure or delay in giving notice of default pursuant to this Section shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. (Section 402) Default By Developer

The County shall reach any determination of default by Developer pursuant to the Development Agreement review procedures established in Resolution No. 80-91 adopted by the County on September 30, 1980, or as such procedures may be subsequently amended by resolution. Pursuant to said resolution, the County shall, at least once every twelve (12) months during the term hereof, review the good faith substantial compliance of Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement and noticed pursuant to California Government Code Sections 65867 and 65868 and such notice include a statement that any review may result in amendment or termination of this Agreement. In connection with each periodic review, the County's finding of good faith compliance by Developer with the terms of the Agreement shall conclusively determine said issue up to the date of said review for purposes of future periodic reviews or legal action between the parties.

County shall deposit in the mail to Developer a copy of all staff reports and, to the extent practicable, related exhibits concerning contract performance a minimum of ten (10)

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calendar days prior to any such review or action upon the Development Agreement by the Conservation, Development, and Planning Commissioners or the Board of Supervisors. Upon request by Developer, Developer shall be permitted an opportunity to be heard orally and in writing regarding its performance under this Agreement before each appropriate County Commission and/or Board of Supervisors at any County review or action on the Development Agreement.

C. (Section 403) Default By County

In the event that the County does not accept, review, approve and/or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement (despite a good faith effort by Developer to file timely complete application therefor) or the County otherwise defaults under this Agreement, the County agrees that Developer in no event shall be obligated to proceed with or complete the project or any portion thereof nor shall resulting delays in Developer performance constitute grounds for termination or cancellation of this Agreement.

D. (Section 404) Enforced Delay: Extension Of Times of Performance

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to any of the following factors, the existence and impact of which is satisfactorily demonstrated: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; criminal acts; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions

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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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or priorities (except any imposed by County); inability to obtain financing; the enactment of conflicting state or federal laws or regulations; new or supplemental environmental regulation; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other party; acts or failure to act of any public or governmental agency or entity (other than that, acts or failure to act of the County shall not excuse performance by the County), any abnormal delay in issuance of the permits referred to in Section 303, or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time in writing for any such cause shall be granted for the period of the enforced delay, or longer as mutually agreed upon, which period shall commence to run from the time of the commencement of the cause.

E. (Section 405) Institution Of Legal Actions

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default; to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Napa, State of California, in an appropriate municipal court in that County, or in the Federal District Court in the Eastern District of California.

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F. (Section 406) Applicable Law/Attorney's Fees

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to all reasonable attorney's fees, court costs and necessary disbursements in connection with such litigation.

G. (Section 407) Annexation of Territory

During the term of the Agreement, if the Subject Property or any portion thereof is annexed to the existing City of St. Helena, this Agreement shall terminate as to that property so annexed. If less than the entirety of the Subject Property is so annexed, this Agreement shall terminate as to portions of Subject Property remaining under County jurisdiction only in the event that the Parties hereto concur in writing that said annexation has made implementation of the terms and spirit of this Agreement infeasible.

V (Section 500) PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the Subject Development is a private development; that the County has no interest in or responsibility for or duty to third parties concerning any of said improvements until such time and only until such time as County accepts the same pursuant to the provisions of this Agreement or in connection with the various parcel map approvals (there likely will be two or more parcel map applications made in connection with implemen-

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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tation of the terms hereof); that Developer shall have full power over and exclusive control of the Property herein described subject only to the limitations and obligations of the Developer under this Agreement.

VI (Section 600) COOPERATION IN THE EVENT OF LEGAL CHALLENGE TO THIS AGREEMENT

In the event any legal action is instituted by a third party or other governmental entity or official challenging the validity of one or more provisions of this Agreement, the state and local legislation authorizing the County to enter into this Agreement, or discretionary action and approvals of the County on development permits or other entitlements for use and development of Subject Property pursuant to the approved Development Plan and this Agreement, the parties hereto agree to cooperate in defending said action. If there is any legal challenge to the Development Agreement or the manner in which Measure A is applied to this project (see §205 herein) by a third party, it is up to the applicant to underwrite the cost and expense of defending it and reimburse the County for any legal fees sustained.

VII (Section 700) REIMBURSEMENT OF NORMAL COUNTY ADMINISTRATION EXPENSES

Developer agrees to reimburse the County \$750.00 pursuant to Ordinance No. 671 for processing of this Agreement. Such expenses do not include attorneys fees or costs related to litigation, which are separately addressed in Section 600 of this Agreement.

Said reimbursement shall be in the form of compliance with a generally applicable fee schedule to be adopted by the County to govern the processing, execution and implementation

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of Development Agreements.

VIII (Section 800) ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-four (24) pages, including the recitals at page 1 through 5 herein, and three (3) exhibits, which constitute the entire understanding and agreement of the parties. Said exhibits are as follows:

Exhibit "A" - Legal Description of Subject Property.

Exhibit "B" - Development Program, consisting of 19 pages.

Exhibit "C" - General Development Plan, dated October 16, 1980, and consisting of 1 sheet.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations, previous agreements and conditions of development approval by and between the parties with respect to all or any part of the subject matter hereof with the exception of those set forth herein.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the County of the Developer, and all Amendments hereto must be in writing, signed by the appropriate authorities of the County and the Developer and in a form suitable for recording in the Office of the Recorder, County of Napa.

Within ten (10) days of the date of this Agreement, or subsequent Amendments thereto, a copy thereof shall be recorded in the Official Records of Napa County, California.

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3.0 COMMENTS AND RESPONSES TO COMMENTS

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Upon completion of contract performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the County and Developer shall be recorded in the Official Records of Napa County, California.

IX (Section 900) SEVERABILITY

The parties hereto agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and remain in full force and effect unless amended or modified by mutual consent of the parties.

Executed the day and year first written above.

Approved as to Form:

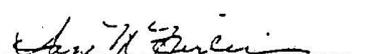
  
STEPHEN M. HACKETT  
COUNTY COUNSEL

COUNTY OF NAPA, a political subdivision of the State of California

By   
CHAIRMAN, BOARD OF SUPERVISORS

By   
CLERK OF THE BOARD OF SUPERVISORS

Approved as to Form:

  
Attorney for  
MEADOWOOD ASSOCIATES

MEADOWOOD ASSOCIATES,  
a California General Partnership

By   
Authorized Person

3.0 COMMENTS AND RESPONSES TO COMMENTS

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STATE OF CALIFORNIA )  
COUNTY OF NAPA ) ss.

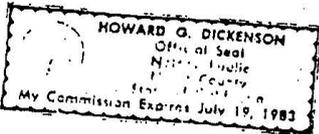
On the \_\_\_\_ day of \_\_\_\_\_, 1981, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Meadowood Associates, a California general partnership, that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
COUNTY OF NAPA ) ss.

On the 17th day of July, 1981, before me, a Notary Public, personally appeared PETER J. PALMISANO, known to me to be authorized by Meadowood Associates, a California limited partnership, to execute the within Instrument, known to me to be the person who executed the within Instrument on behalf of Meadowood Associates; and acknowledged to me that such partnership executed the within instrument.

*Howard G. Dickenson*  
Notary Public



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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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The land referred to herein is described as follows:

All that real property situate in the County of Napa, State of California, described as follows:

Being a part of the Rancho Carne Humana and also a part of the Southeast 1/4 of Section 24 and the Northeast 1/4 of Section 25 Township 8 North Range 6 West, M. D. B. and M., the Southwest 1/4 of Section 19, the Northwest 1/4 of Section 30 and also a part of the Northeast 1/4 of Section 30 Township 8 North Range 5 West M.D.B. & M., described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 24 Township 8 North Range 6 West, known as corner number C. H. 41 of The Dewoody Final Survey of Rancho Carne Humana; thence running East to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 24; thence continuing East along the North boundary of Lot No. 4 of said Section 19 to the Northeast corner of said Lot No. 4; thence continuing East along the North boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 19 to a point that is 925.00 feet West of the Northeast corner thereof; thence leaving North boundary and running South 59° 13' 30" East a distance of 611.89 feet; thence South 82° 10' 30" East a distance of 402.43 feet to a point on the East boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 19 said point being a distance thereon of 334.56 feet South from the Northeast corner thereof; thence South along the East boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 19 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence East along the North boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 30 to the Northeast corner thereof; thence South along the East boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 30 to the Southeast corner thereof; said corner being known as C. H. 43 of The DeWoody Final Survey of the aforementioned Rancho; thence West along the South boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 30 to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence West along the South boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 30 a distance of 709.0 feet more or less to a point that is 611.00 feet East of the Southeast corner of Lot No. 1 said Section 30; thence leaving said South boundary and running South 18° 33' West a distance of 130.68 feet to an iron post set in concrete in the stump of a live oak tree 26 inches in diameter and notched on four sides, said oak being the most Northern corner of the land formerly belonging to John Howell; thence South 78° 38' 00" West a distance of 369.60 feet to the point of intersection hereof with the Southern side of a road referred to in deed to Freeman A. Micholls et ux, recorded April 26, 1962, in Book 472 of Official Records page 510 said Napa County Records; thence along the Southern side of said road North 31° 22' 00" West a distance of 16.50 feet; thence South 58° 38' 00" West a distance of 353.81 feet; thence North 53° 08' 00" West a distance of 645.03 feet to an iron stake set in the stump of a black oak tree near the grant line from which stake the corner common to Sections 19 and 30 Township 8 North, Range 5 West and Sections 24 and 25 Township 8 North Range West M. D. B. & M. bears North 27° 13' 08" West a distance of 1626.41 feet; thence North 60° 26' 19" West 1025.08 feet; thence North 56° 14' West 669.48

DESCRIPTION CONTINUED

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feet to the most Eastern corner of the tract of land described in the deed to L. Meade Baldwin and wife recorded January 5, 1961, in Book 623 of Official Records at page 292, said Napa County Records, said corner being South 51° 05' 25" West a distance of 905.09 feet from the corner common to Sections 24 and 25 Township 8 North Range 6 West and Sections 19 and 30 Township 8 North Range 5 West, M. D. B. & M., thence North 66° 28' 00" West a distance of 320.27 feet along the Northeastern boundary of said Baldwin tract; thence North 42° 12' 00" West a distance of 175.87 feet; thence North 35° 51' 00" West a distance of 363.10 feet to a point that is due South 36.30 feet from the Southwest corner of the Southeast 1/4 of Southeast 1/4 of Section 24 Township 8 North Range 6 West; thence North 61° 38' 00" West a distance of 3.11 feet; thence North 17° 55' 00" West a distance of 244.38 feet; thence North 27° 39' 00" West a distance of 362.00 feet; thence North 17° 07' 00" West a distance of 305.73 feet; thence East a distance of 427.02 feet to a point on the West boundary of the Southeast 1/4 of the Southeast 1/4 of Section 24 Township 8 North Range 6 West said point being North 853.41 feet from the Southwest corner thereof; thence North to the point of commencement.

EXCEPTING therefrom, that portion along the Southwestern line thereof included within Meadowood Community Madronne Knoll Unit One as shown on the map thereof filed August 6, 1964, in Book 7 of Maps at pages 76 and 77 in the office of the County Recorder of said Napa County.

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- 25-070-02
- 25-070-19
- 25-080-23
- 25-110-20

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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DEVELOPMENT PROGRAM  
FOR MEADOWOOD GOLF AND RACQUET CLUB

In conjunction with the General Development Plan and text of the Development Agreement for the Meadowood Golf and Racquet Club of which this Exhibit "B" is a part, the following sets forth all of the conditions of approval of Use Permit #208081 and this Development Agreement.

EXHIBIT "B"

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**E X H I B I T " B "**

**Development Program For**

**MEADOWOOD GOLF AND RACQUET CLUB**

**Setting Forth All Conditions of Approval for  
Development Agreement and Use Permit #U-208081**

**General Conditions and Mitigation Measures.**

1. All development and improvement of subject property is to be done in accordance with the General Development Plan (attached to this Development Agreement as Exhibit "C"), this Development Program, and the terms of this Development Agreement and any future modifications, amendments, or Specific Plan supplements thereto mutually approved in writing.

2. The applicant shall obtain all standard permits from and meet the standard requirements of all County departments and Federal, State and local agencies having jurisdiction over this project.

3. As of the date of first execution of this Agreement, the approved General Development Plan and Program includes the following existing proposed facilities and building improvements:

|                            | <u>Approx. Sq. Ft.</u> |
|----------------------------|------------------------|
| 1. Existing - NO CHANGE    |                        |
| A. Office and Registration | 800                    |
| B. Guest Unit Cluster      | 5,700                  |
| C. Hill House              | 1,600                  |

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1.

3.0 COMMENTS AND RESPONSES TO COMMENTS

W 1211 189

| 2. Existing - TO BE MODIFIED  | <u>Approx. Sq. Ft.</u> |
|---|------------------------|
| A. Pool Lockers and Bar - Remodel To Include Cabana Space                     | 2,350                  |
| B. Barn - Rebuild for Temporary Meeting Space and Storage                     | 1,400                  |
| C. Golf Clubhouse with additions for Reception Room, Locker Rooms and Storage | 8,600                  |
| D. Maintenance Building - Rebuild for Additional Covered Equipment Storage    | 1,000                  |

3. NEW BUILDINGS

|   |        |
|---|--------|
| A. Restaurant, Kitchen, Cocktail Lounge, Gathering Room, Staff Lounge, Central Service Storage, Administrative Office | 6,000  |
| B. One (1) Meeting Room with Storage Space, Lounge, Small Discussion Spaces   | 2,000  |
| C. Two (2) Meeting Rooms with Storage Space, Lounge, Small Discussion Spaces @ 1,300 sq. ft. each                     | 2,600  |
| D. Wine Cellar and Wine Library   | 2,500  |
| E. Six (6) Guest Unit Clusters*   | 33,250 |
| F. Tennis Shop, Office and Bar  | 1,000  |
| G. Health Facility  | 4,000  |

ENCLOSED BUILDING AREA 72,200

- H. Three (3) Caretaker Homes
- I. Four (4) Owner Homes

|  |        |
|--|--------|
| *Guest Clusters = 6 @ 4 Bedrooms, 2 Sitting Rooms and Living Room @ 2,800 sq. ft. each | 16,800 |
| 28 One Bedroom @ 400 sq. ft. each  | 11,200 |
| 14 Sitting Rooms @ 300 sq. ft. each  | 4,200  |
| Miscellaneous Storage and Housekeeping   | 1,050  |

TOTAL 33,250

4. OUTDOOR RECREATIONAL FACILITIES - NO CHANGE

- A. Swimming Pool
- B. Nine Hole Golf Course
- C. Three (3) Tennis Courts

5. NEW OUTDOOR RECREATIONAL FACILITIES

- A. Four (4) Tennis Courts
- B. Hiking Trails

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2.

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- C. Gazebo
- D. Volleyball Courts

6. PARKING FACILITIES

- A. Existing 132 Spaces
- B. New 142 Spaces

TOTAL 274 Spaces

4. The portion of Subject Property zoned Planned Development shall be merged into one legal parcel with County approval and recordation of an appropriate subdivision map, with the exception of four one-acre single-family building sites designated on the General Development Plan as potential homesites for the club's owners and operators, so long as each site is served by either public water and/or sewer facilities.

5. Developer declares and agrees that all portions of Subject Property zoned Agricultural Watershed (AW) as of the effective date of this Agreement shall be owned, improved, used, divided and conveyed only in accordance with the restrictions, limitations and regulations of the Napa County Code relating to Agriculture Watershed Districts (including, but not limited to minimum parcel size restrictions) applicable on the effective date of this Agreement and any additional and more restrictive provisions applicable to said zoning district which may be enacted by the County in the future. In no event shall the restrictions, limitations and regulations applicable to the Subject Property in the future be less restrictive than those applying on the effective date of this Agreement.

6. Prior to initiating any actual development or improvement of any portion of Subject Project, Developer shall submit to the

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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County as a specific plan supplement to the approved Use Permit and General Development Plan the following items for said portion of Subject Property;

- a) a detailed plot plan; and
- b) Architectural elevations of proposed development showing the types of material to be used.

County review of such specific plan supplements shall be conducted in a manner consistent with the terms and spirit of the Development Agreement and subject to the time frames set forth therein.

7. All the amenities shown on the Development Plan (Exhibit "C" hereto) including but not limited to the proposed fitness facility, pool-side cabana, hiking and bicycle paths shall be completed and opened for operation within one year from the date that the first additional guest house is completed. The additional tennis courts as shown on Exhibit "C" will be completed within the time allotted for the completion of the entire project.

Geological, Soil and Seismic Mitigation Measures/Conditions:

8. Areas of excavation shall be minimized.
9. Cut and fill shall be balanced on site.
10. Excavation shall be conducted only during dry months between May 1 to October 1; exposed soils shall be replanted prior to intense winter rains. Slopes shall be reseeded or otherwise sealed with an appropriate binder. Artificial irrigation shall be utilized, if necessary, to establish vegetation. Temporary siltation basins shall be constructed to trap suspended sediments prior to their entry into the on-site stream.

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11. A detailed soil investigation, if required by the county, shall be conducted prior to building approval on each specific site. Such a report should develop site grading criteria and foundation design data in accordance with good soil engineering principles.

12. Soils shall be stockpiled during grading for future redistribution as part of the landscaping process.

13. Seismic design criteria shall be determined for structures on the site. Special reinforcing and other design measures may be required by the county if on-site stone is used as a building material.

14. To further mitigate the possibility of damage during earthquakes, clearly labeled manual shut-off valves in gas lines shall be installed to reduce the possibility of fire.

Air Quality Mitigation Measures/Conditions:

15. Bus or van service shall be provided for local tours originating from the project site to reduce vehicle miles traveled.

16. Unpaved construction areas shall be sprinkled at least twice a day.

17. Water-based rather than oil-based paints shall be utilized to the extent feasible.

Hydrology Mitigation Measures/Conditions:

18. Adequate setbacks and/or diking shall be provided to insure protection from flooding of a storm of 100 year frequency for proposed improvements.

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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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19. Grading shall be conducted during the dry summer months to minimize the potential for erosion.

20. The site shall be revegetated as soon as possible after grading using hydromulching or some other suitable technique. Use drought-resistant, native vegetation.

21. Effluent which flows from the on-site treatment facilities shall be contained, even during periods of heavy precipitation, and not allowed to flow into other surface waters, including the Napa River.

22. Use of fertilizers, herbicides and pesticides on the golf course and other landscaped areas shall be controlled to minimize the chemical pollutants in the water.

23. An effluent sampling and testing program shall be designed and implemented in cooperation with, and satisfactory to, the Regional Water Quality Control Board and County Division of Environmental Health.

24. An emulsion-type asphalt or slow-cure asphalt instead of medium-cure or rapid-cure cutback asphalt shall be utilized.

25. Any quarrying operations that would require Bay Area Air Quality Management District permits shall be prohibited.

26. An internal pathway system connecting all areas of the project shall be developed pursuant to the approved General Development Plan and any Specific Plan Supplements thereto.

27. Developer shall cooperate with area transit systems, in any effort to extend bus service to the site.

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Noise Mitigation Measures/Conditions.

28. Electric-powered instead of Diesel-powered construction equipment (i.e. air compressors, welders, etc.) shall be utilized where feasible.

29. All construction operations shall be limited to weekdays between the hours of 8 AM and 6 PM.

30. The construction contractor shall certify that construction equipment meets all State and Federal noise specifications.

31. No rock blasting, drilling or other quarrying operations shall be conducted on the project site.

32. Use of Tennis courts shall be limited to daylight hours.

33. Temporary noise barriers shall be erected at construction sites for the proposed caretakers' homes to reduce potential disturbance to neighboring residents.

34. Landscaped earth berms shall be constructed around the southeast side of the proposed tennis courts, as feasible, to help attenuate tennis court noise.

Vegetation & Wildlife Mitigation Measures/Conditions.

35. Native species shall be used for landscaping, as feasible.

36. Landscaping plans shall be designed to provide high wildlife habitat value. Possible measures which would help accomplish this are use of tree, shrub and vine species which produce abundant fruit and nuts; provision of infrequent cut grassy areas to allow seed production; retention of rocks, fallen logs and standing dead trees (pruned for safety), where feasible, in order to provide nesting habitat for woodpeckers,

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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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squirrels and other hole-nesting animals, clustering and layering of trees, shrubs and vines, as feasible, to produce dense shelter for small wildlife; avoidance of use of herbicides and pesticides; and use of hedgerows and vegetation clusters to enhance definition of edge between open areas and areas of dense vegetation. Dead trees shall be removed if they present a fire hazard.

37. Developer shall require that any pets permitted on site shall be confined or leashed at all times, and that any pets permitted to live on the site shall be inoculated against rabies and distemper.

38. A mosquito management program using biological controls (such as bacteria which destroy mosquito larvae), shall be implemented as feasible.

39. Developer shall prohibit the feeding of wildlife by people.

40. Development in vicinity of existing oak trees shall be conducted in accordance with the following standards set forth in Native Oaks, Our Valley Heritage, 1976, by Heritage Oaks Committee, Sacramento County Office of Education:

a) Do not grade, trench, or cut within the root zone of any oak. The dripline is an approximate measure of the root zone, but test diggings measure its extent more conclusively.

b) Limit paving under trees. When it is absolutely necessary, use porous materials.

c) If soil compaction, paving, or filling is absolutely necessary, within the dripline, take adequate measures to prevent irreversible damage or death of the tree. See Development around Native Oaks, pp. 31-39. Consult a horticulturist, arborist, or other professional tree expert.

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d) Investigate innovative tree preservation design, for example, open space easements, planting easements, mini-parks, native plant landscaping, etc. The resulting substantially increased land value and decreased maintenance is economical as well as ecological.

e) If extensive cuts or fills are made beyond the dripline but near a native oak, provide adequate drainage and/or supplemental irrigation to mitigate the adverse effects caused by changes in elevation.

f) After development, treat for and prevent insect infestation, rot and disease to insure long tree life.

g) Do not plant grass, ground covers, or plants that require summer watering within the dripline of native oak trees. Natives may need supplemental irrigation, but overwatering and/or improper watering will kill an oak. See Care of Established Oaks pp. 40-46.

h) Where soil compaction occurs, take measures to restore soil condition and integrity.

i) If an oak tree shows gradually increasing symptoms of disease or weakness, consult with a horticulturist, arborist or other professional tree expert.

j) Prevent construction equipment from damaging oak trunks and roots.

Visual Quality and Aesthetic Mitigation Measures/Conditions

41. New buildings shall use indigenous natural materials for exterior surfaces to blend with the surroundings. Guest houses shall be constructed on two levels to follow natural contours.

42. The removal of trees and large rocks shall be restricted to building sites. Building sites shall be chosen to minimize disturbance to trees and other natural features. Natural features should be incorporated into overall site design as feasible.

43. Grading for roads and foundations shall be minimized.

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### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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Native rock shall be used in construction of buildings and retaining walls, as feasible.

44. Roofs shall be below the tree canopy line.

45. Existing trees should be retained, as feasible, in all parking areas.

46. Tennis courts shall not be illuminated for night play.

47. Utility lines shall be placed underground.

48. Placement and design of on-site signs and graphics shall be coordinated and limited to avoid distracting, cluttering, or garish appearances.

49. Landscaping buffers shall be provided around parking areas, using vegetation, rock walls, and/or earth berms, as appropriate.

#### Historical and Archeological Resources Mitigation Measures/ Conditions

50. In the event that concentrated amounts of either historic or prehistoric materials are encountered during excavation and construction activities, all work within a 10-meter radius shall be stopped until a qualified archaeologist has examined the find and recommended mitigative action. Developer shall comply with any reasonable mitigation measures recommended.

51. Prior to any future earth-disturbing activities on or near any of the known sites, Developer shall conduct further archaeological investigations and/or photographic recording of the site.

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10.

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52. Developer shall restrict or discourage access to the three known hillside sites to prevent theft or disturbance.

Traffic, Circulation and Parking Mitigation Measures/Conditions

53. The project shall provide multiple-use guest facilities (e.g., conference rooms, restaurant, pool, etc.) in addition to overnight accommodations, to reduce the number of off-site trips that would occur due to overnight accommodations alone.

54. Winery tours and other group trips originating at Meadowood should use bus or mini-bus transportation, rather than individual autos.

55. In conjunction with periodic review of the Development Agreement and Permit #208081, the County shall review traffic flow generated by the then current stage of project development. In the event that average daily trips per day on Meadowood Lane generated by the project exceed one thousand (1000), the County may impose new Use Permit conditions limiting the level of future activity or development on Subject Property or require additional public improvements reasonably required to mitigate the increased traffic impacts of the project.

56. In order to partially alleviate traffic at the intersection of Howell Mountain Road and Silverado Trail, Developer shall contribute \$126,000 to the County Road Fund as its contribution to projected public improvement of the intersection of Howell Mountain Road and Silverado Trail.

Payment of said sum shall be in five installments of \$25,200 each, to be tendered concurrent with the issuance of building permits for each increment of the proposed guest units

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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with ten (10) or more bedrooms but in any event the total sum of \$126,000 shall be due and payable no later than five (5) years from the effective date of this Agreement.

57. Neither increased pavement widths on Meadowood Lane nor any other off-site public improvements shall be required of Developer due to the substantial off-site Public Works contribution voluntarily being made by Developer pursuant to item 56 above.

58. Provide an expanded internal pathway system connecting all areas of the project. This would encourage walking, bicycling, and use of golf carts and would discourage on-site auto use.

59. Developer shall provide an internal jitney service within the project area. Special consideration should be given to providing service between the guest houses and conference center area.

60. The two split roadways are to have a minimum 11 foot pavement width for each direction.

61. The roadways which serve the owner homesites, the guest cluster units and caretakers homes are to be improved to the status of a modified common drive, i.e., a minimum 10 foot pavement width with turn-outs placed at strategic locations. The turn-outs are to consist of 16 foot pavement widenings and 30 foot lengths. Paved turn-around facilities acceptable to the County Engineer are to be installed at the end of these roadways.

62. The main roadways on the October 15, 1980 General

to have minimum 20 foot pavement widths.

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63. The parking areas and all of the above described roadways are to have a minimum structural section equivalent to 2 inches of asphalt concrete on 5 inches of Class II aggregate base.

64. The other buildings within the development which do not front on the above described roadways, i.e., existing golf club house, wine cellar and tasting room, 3 meeting rooms, existing locker and bar, health facility, etc., are to be served by an emergency access road acceptable to the Department of Forestry.

65. Developer is to submit a full set of improvement plans which are to be prepared by a registered civil engineer and reviewed and approved by the County Engineer, along with a fee equal to 3% of the cost of construction to this department to cover the cost of County plan checking and construction inspection.

66. Work performed within the right of way of the County roadways is to be done under an encroachment permit.

Energy Resource Mitigation Measures (Passive Solar Design, Etc.)/Conditions

67. Energy conservation measures such as passive solar design and wood-burning fireplaces shall be incorporated in all new buildings including the following, wherever feasible:

a) The long axis of buildings shall be oriented in an east-west direction, as feasible for passive solar design.

b) Window and door area on the south sides of buildings, shall be maximized and minimized on the north sides.

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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c) Eaves or window overhangs, or landscape with deciduous trees shall be provided adjacent to walls, to shade interiors from high summer sun yet allow penetration of low winter sun.

d) Double-pane windows and/or insulated draperies shall be installed.

e) Masonry floors and walls opposite south-facing windows to store solar heat shall be installed.

f) Attics and adequate attic ventilation shall be provided to prevent heat buildup and reduce cooling requirements.

g) Extra insulation in ceilings and walls shall be installed and insulate the floors over unheated spaces (ceilings insulation rated R-30; walls R-19; floors R-11).

h) Garage walls and ceilings shall be insulated.

i) Windows and properly insulated skylights shall be located to provide natural light in frequently used work areas such as kitchen and sink areas.

j) Bathrooms shall be located to accommodate windows for ventilation and light instead of fans.

68. The following measures shall be incorporated into the fireplace design:

a) Fireplaces shall be located entirely inside the exterior wall of the structures; a natural gas outlet shall not be installed in the fireplace.

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b) Fireplaces shall be equipped with metal fire boxes, heat exchangers and adjustable flues, or free-standing fireplaces of Franklin-type stoves installed. All fireplace chimneys shall be equipped with spark arrestors approved by the California Division of Forestry.

69. The following additional energy conservation measures shall be incorporated into the project.

a) Active solar water heaters in swimming pools as a minimum, and other buildings as feasible.

b) If solar energy facilities are not provided, use of natural gas for space and water heating and for ranges and laundry dryers. Install natural gas (with pilotless ignition) and laundry dryers.

c) Installation of electric appliances, such as dishwashers and disposals, on the basis of greatest energy efficiency.

d) Use of fluorescent lighting for all installed light fixtures in work areas (kitchens, bathrooms, etc.) and in common areas (corridors, laundry rooms, etc.).

e) Installation of sodium-vapor lamps for all street and parking lot lighting. Lighting should be the minimum amount necessary for public safety.

f) No architectural or exterior display lighting.

g) Use of accurate thermostats with readings in degrees to control water heaters.

h) Location of water heaters as close as possible to the points of hot water use and insulate hot-water pipes.

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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- 1) Use of accurate clock-operated thermostats with day and night settings to control space heating.

#### Community Service Mitigation Measures/Conditions

70. All new structures shall be equipped with water-saving faucets and toilets.
71. Landscaping shall be irrigated with reclaimed water.
72. Treatment plants shall be maintained by a professional licensed staff.
73. The existing security gate limiting access to club members and authorized visitors shall be maintained to reduce the need for police service to the site.
74. In order to help assure continuous operation of sewerage system in compliance with applicable regulations and standards, the sewerage system shall be operated and maintained under one ownership and one maintenance entity. In particular, Developer shall comply with requirements and recommendations of the Regional Water Quality Control Board and Napa County Department of Public Health, Division of Environmental Health, for the operation, maintenance, testing, monitoring, and inspection of Meadowood sewerage facilities.
75. Solid waste collection facilities shall be provided at the proposed commercial and recreational facilities in conformance with the requirements of the County Department of Environmental Health. Individual residential service be provided by the Upper Valley Disposal Service.
76. Implementation of long-term recycling program for recovery of limited resources shall be considered and implemented.

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as feasible.

77. Low-flow toilets shall be provided in all buildings to reduce sewage generation.

78. At least two feet of freeboard shall be provided around the retention pond at all times (i.e., maintain the water surface at a level at least two feet below overflow level).

79. A fence shall be provided around on-site wastewater retention pond, and install signs indicating that pond is not potable.

80. An alarm system shall be installed to increase the level of protection without direct police intervention.

81. Training in security measures and techniques for caretakers and maintenance personnel shall be provided.

82. The property owner shall enter into an agreement with the County to be included in a public service district, as may in the future be formed to provide public service to the area, upon demand by the County.

83. The applicant shall secure a discharge requirement, or waiver of same, from the Regional Water Quality Control Board.

84. A permit for sewer line extensions shall be secured from the Division of Environmental Health prior to the issuance of a building permit.

Fire Safety Mitigation Measures/Conditions

85. The following minimum water supply requirements shall be met:

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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500 GPM for 2 hours duration  
20 Psi - residual pressure  
6 inch mains  
6 inch risers  
6 inch steamer hydrants  
Looped System.

86. Hydrant locations shall be approved by the County Fire Warden prior to installation.
87. Access road to all buildings shall be all-weather, hard-surfaced, suitable for use by heavy fire engines.
88. Access roads to all public use facilities and buildings shall meet Napa County Road Standards with secondary egress provided where required by the County Fire Warden.
89. No building may be more than 100 feet from a street.
90. A 100-foot clearance shall be provided around all buildings as per FRC 4291 additional "Greenbelt" as required by the County Fire Warden.
91. All buildings shall have fire resistant roofing. Overhangs, decks and other building projections shall be kept to a minimum and provided with fire resistant screening.
92. Fire-resistant building materials shall be used and overhanging decks avoided in new construction to enhance fire safety of project.
93. Project shall meet water delivery and access requirements of State Department of Forestry, the City of St. Helena and Napa County.
94. A fuel management program shall be prepared and implemented of natural fuel (such as dead wood, brush and undecayed leaf litter) on the project site.

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95. New structures shall be equipped with smoke detectors, fire alarms and prominent, easily read emergency fire instructions.

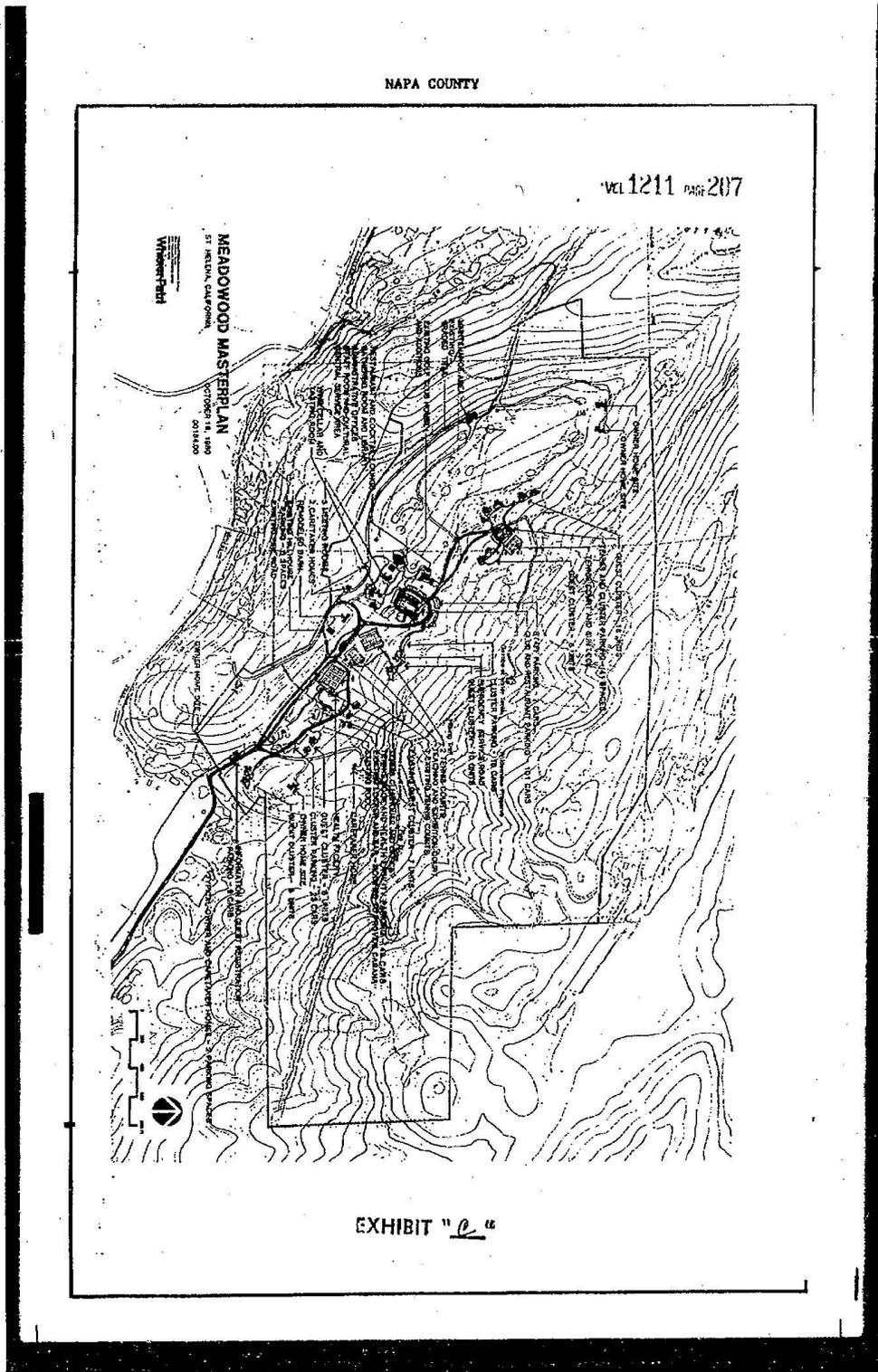
96. The water tanks shall be kept at least 50 percent filled to provide emergency fire flows of 500 gallons per minute for two hours, the minimum required for fire-fighting purposes by the State Department of Forestry.

97. Parking shall be restricted to parking areas at all times to avoid impeding fire access.

98. Wooden waterpipe supports shall be replaced with noncombustible supports to prevent a hillside fire from cutting off the emergency water supplies.

99. A plainly marked emergency fire access gate, shall be provided rather than the present locked gate, on the road connecting Meadowood with Silverado Trail via Madrone Knolls.

3.0 COMMENTS AND RESPONSES TO COMMENTS



B

3.0 COMMENTS AND RESPONSES TO COMMENTS

RECEIVED  
OCT 23 1983

MINOR MODIFICATION OF USE PERMIT NO. 208081 Napa County Conservation,  
AND DEVELOPMENT AGREEMENT BY AND BETWEEN Development & Planning Commis:  
COUNTY OF NAPA AND MEADOWOOD ASSOCIATES  
RELATIVE TO MEADOWOOD GOLF AND RACQUET CLUB

This Modification of Use Permit #208081 and Development Agreement is made and entered into this 20<sup>th</sup> day of October, 1983, by and between the COUNTY OF NAPA, a political subdivision of the State of California, (hereinafter "COUNTY") and MEADOWOOD ASSOCIATES, a California General Partnership, (hereinafter "MEADOWOOD")

RECITALS

The parties have heretofore entered into a Development Agreement dated July 21, 1981, which incorporates in Exhibit "B" thereto all conditions of approved Use Permit No. 208081.

The parties have agreed to modify the Use Permit and the Development Agreement by changes to the General Conditions and Mitigation Measures set forth in numbers 3, 4 and 6 on Exhibit "B" of the Agreement and the related conditions of Use Permit No. 208081.

AMENDMENT

IT IS THEREFORE AGREED AS FOLLOWS:

1. General Conditions and Mitigation Measure No. 3 on Exhibit "B" to the Agreement and related conditions of Use Permit No. 208081 shall be deleted and the following substituted in its place:

|                          | <u>Approx. Sq. Ft.</u> |
|--------------------------|------------------------|
| "1. Existing - NO CHANGE |                        |
| A. Guest Unit Cluster    | 5,700                  |
| B. Hill House            | 1,600                  |

EXHIBIT " F "

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

| 2. Existing - TO BE MODIFIED   | <u>Approx. Sq. Ft.</u> |
|--|------------------------|
| A. Pool Lockers and Bar - Remodel To Include Cabana Space  | 2,350                  |
| B. Barn - Rebuild for Temporary Meeting Space and Storage  | 1,400                  |
| C. Golf Clubhouse with additions for Reception Room, Locker Rooms and Storage  | 8,600                  |
| D. Maintenance Building - Rebuild for Additional Covered Equipment Storage   | 1,000                  |
| E. Office and Registration   | 1,550                  |
| <b>3. NEW BUILDINGS</b>  |                        |
|  | <u>Approx. Sq. Ft.</u> |
| A. Restaurant, Kitchen, Cocktail Lounge, Gathering Room, Staff Lounge, Central Service Storage Administrative Office | 6,000                  |
| B. One (1) Meeting Room with Storage Space, Lounge, Small Discussion Spaces  | 2,000                  |
| C. Two (2) Meeting Rooms with Storage Space, Lounge, Small Discussion Spaces at 1,300 sq. ft. each                   | 2,600                  |
| D. Wine Cellar and Wine Library  | 2,500                  |
| E. Guest Unit Clusters*  | 39,000                 |
| F. Tennis Shop, Office and Bar   | 1,000                  |
| G. Health Facility   | <u>4,000</u>           |
| ENCLOSED BUILDING AREA   | 79,300                 |
| H. Three (3) Caretaker Homes   |                        |
| I. Four (4) Owner Homes  |                        |

\*Guest Clusters = Four (4) duplexes, each of which will have two bedrooms, a day area and miscellaneous storage and housekeeping areas and eleven (11) fourplexes, each of which will have four bedrooms, a day area and miscellaneous storage and housekeeping areas. No one fourplex will exceed 3,000 square feet, including storage and housekeeping areas, all as approved by the Napa County Conservation, Development and Planning Commission December 1, 1982.

4. OUTDOOR RECREATIONAL FACILITIES - NO CHANGE
- A. Swimming Pool
  - B. Nine Hole Golf Course
  - C. Three (3) Tennis Courts

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

#### 5. NEW OUTDOOR RECREATIONAL FACILITIES

- A. Four (4) Tennis Courts
- B. Hiking Trails
- C. Gazebo
- D. Volleyball Courts

#### 6. PARKING FACILITIES

- A. Existing 132 Spaces
  - B. New 142 Spaces
- Total 274 Spaces

2. General Condition and Mitigation Measure No. 4 on Exhibit "B" to the Agreement and related conditions of Use Permit No. 208081 are modified to add the following sentences:

"A parcel map merging the parcels within the PD portion into one parcel shall be submitted before November 1, 1983 followed by the filing of an application to create the four single family owner residential sites as shown on Exhibit "C" to the Development Agreement sometime in 1984. It is expected that the two southerly single family owners' residence sites will connect to the public water sysem and the existing private sewage system. The two northerly single family owners' residential sites are expected to be served by public water. The feasibility of individual septic systems for sewage disposal on these sites is still being explored."

3. General Condition and Mitigation Measure No. 6 on Exhibit "B" to the Agreement and related conditions of Use Permit No. 208081 are modified to add the following sentence:

"The detailed plot plan and the architectural elevations of proposed development showing the types of material to be used shall be subject to the approval of the Planning Director with the right of appeal."

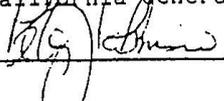
4. For purposes of both the Development Agreement and Use Permit No. 208081, the location of Guest Units Nos. 3 and 4 shall be as shown on the detailed plot plan attached hereto as Exhibit "A".

COUNTY OF NAPA

BY: 

JAMES HICKEY  
Planning Director

MEADOWOOD ASSOCIATES  
A California General Partnership

BY: 

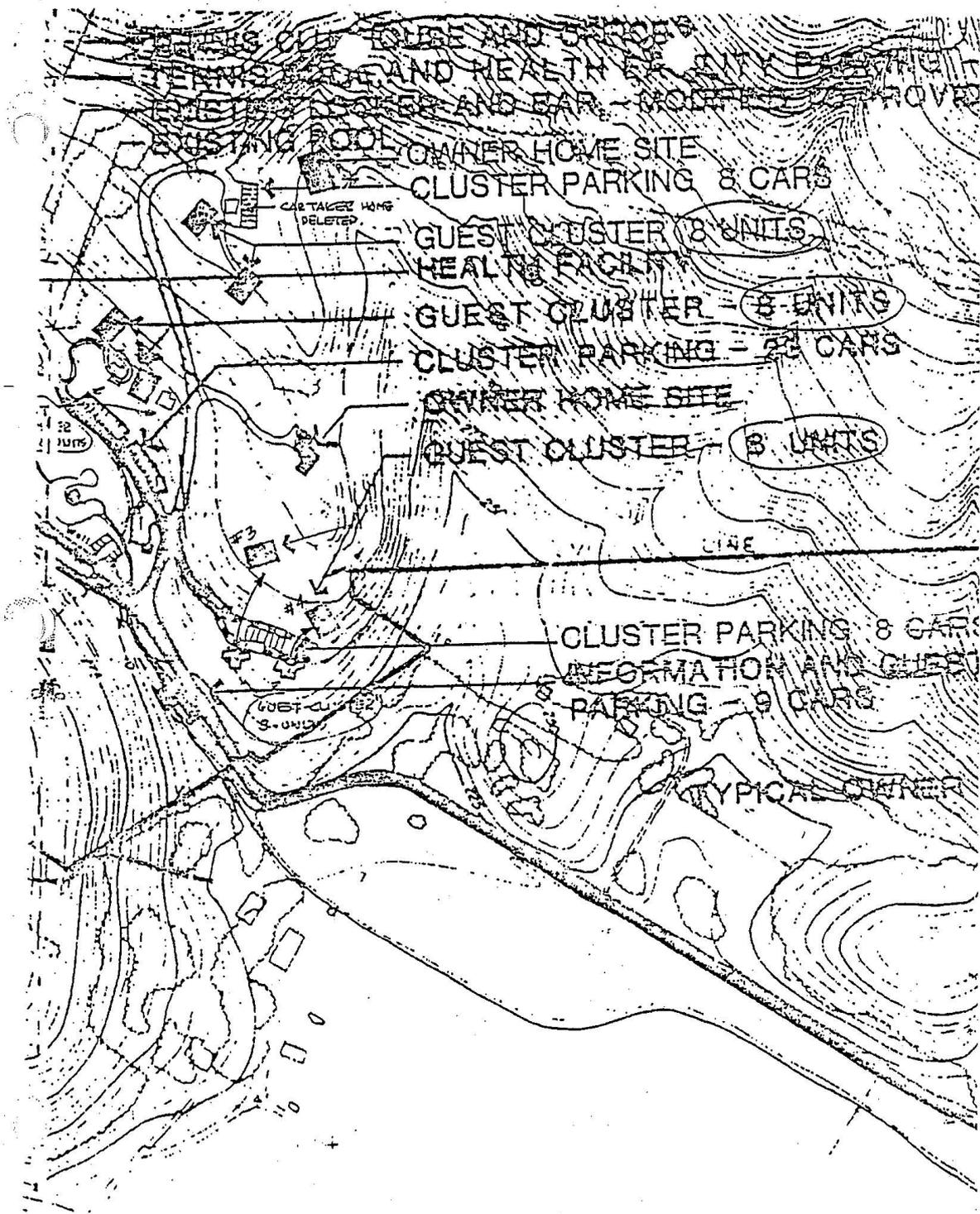


EXHIBIT "A"

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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C

#### Meadowood

[INSERT MAP]

**Description:** Meadowood is an area of commercial and residential uses located adjacent to the eastern limits of the City of St. Helena. Uses here include the Madrone Knoll residential subdivision and the Meadowood Resort. The Meadowood Resort, the establishment of which dates back to 1961, is one of the County's most renowned resorts.

All existing residences and businesses in the Meadowood Area, although properly zoned, are located on land designated by this General Plan for agricultural use. Their zoning designations, which include both residential and commercial planned development zones, pre-date the 1983 General Plan. The Meadowood Area is approximately 120 acres.

**Policies:**

Policy Ag/LU-??: The County recognizes the role of the Meadowood Area in providing a transition in land use intensity from the more urban areas of St. Helena to the west and the more agricultural and rural areas of the unincorporated county to the east. The County further recognizes the Meadowood Area's housing and economic contributions, which are assets to the County.

Policy Ag/LU-??: All land zoned for residential or commercial uses in the Meadowood Area as of February 1, 1990 shall be allowed to develop consistent with its zoning designation as if it were designated on the Land Use Map for these uses.

### 3.0 COMMENTS AND RESPONSES TO COMMENTS

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LETTER 151: PAUL ASMUTH, MEADOWOOD, JUNE 18, 2007

*Response 151-1 E/P:* Commenter states Meadowood has reviewed the proposed General Plan Update and Draft EIR and has submitted comments. The County appreciates the input regarding the General Plan process. The County will respond to the comments below individually.

*Response 151-2 E/P:* Commenter provides the background and history of the Meadowood resort and discusses the resort's land use classifications and zoning. The commenter discusses how Meadowood would like to expand and upgrade their facilities. The commenter notes that the proposed General Plan Update states that the current zoning is inconsistent with the land use designation and that this inconsistency could complicate any discretionary approvals needed to advance Meadowood's plans. The commenter suggests creating a "Meadowood Area" or amending the South St. Helena Area to include Meadowood. The County appreciates the importance of the Meadowood Resort to the County and surrounding region. However, the County feels that designating a specific entity on the General Plan Land Use Map would not be appropriate. The General Plan is intended as a visionary document that provides goals, policies, and implementation actions which will be used to shape future land use and development related decisions for the entire County. The General Plan is not meant to provide policies that would ease approval for the development of a specific project. Nonetheless, the commenter should rest assured that the Revised Draft General Plan Update does not identify PD zoning as inconsistent with the AWOS designation (see Policy Ag/LU-114 specifically) and contains a policy which recognizes pre-existing commercial uses such as Meadowood (see specifically Policy Ag/LU-46).

*Response 151-3 P:* Commenter requests the inclusion of a policy in the proposed General Plan Update that states Meadowood is consistent with AWOS designation and does not constitute a legal nonconformity. The commenter provides sample language for the proposed policy. See Response 151-2 E/P above. County staff believes that the commenter's objective can be met with inclusion of Policy Ag/LU-46 which recognizes the resort's status as a pre-existing use and allows for rehabilitation and rearrangement of uses on the site as long as there is no intensification that would trigger a vote pursuant to Measure J.

*Response 151-4 P:* Commenter notes that certain policies for the protection of agriculture could hamper Meadowood's operations and development and thus County revenue. See Response 151-2 and 151-3 above.

*Response 151-5 P:* Commenter notes that the language in Policy Ag/LU-11 could be interpreted to prohibit new non-agricultural use or development in the AWOS designation and conflict with other portions of the draft General Plan. The commenter suggests that portions of Policy 3.1.1 of the currently adopted General Plan have a broader definition of uses allowed to process agricultural products. The cited policy (now Policy Ag/LU-12) is a broad statement intended to protect existing agricultural lands from future development. In reviewing development applications and regulatory changes, the County would have to balance this policy with others, such as Policy Ag/LU-46, to determine consistency.

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- Response 151-6 P:* Commenter suggests that the revision of former General Plan Policy 5.4 into proposed Policies Ag/LU-41 and -42 (now Policies Ag/LU-43 and 44) results in ambiguity as to whether established commercial businesses on commercially zoned parcels in agricultural areas may continue. While the cited policies apply only to specific locations, Policy Ag//LU-45 provides that commercial uses may be permitted in commercial zoning districts county-wide.
- Response 151-7 P:* Commenter states that Policy Ag/LU-113 does not make accommodations for parcels with zoning pre-dating 1983 and would require all parcels designated AWOS to be rezoned AW or TP. Please see Policy Ag/LU-114 in the Revised Draft General Plan Update, which has remedied the deficiency identified by the commenter in the prior draft by making it clear that Table Ag/LU-B is to be used to evaluate rezoning applications only.
- Response 151-8 P:* Commenter notes that Policy Ag/LU-114 departs from state law requirements that General Plans should be interpreted holistically, not rigidly as in policy Ag/LU-114. The commenter also notes that Policy Ag/LU-113 could result in Meadowood being designated in legal nonconformity, preventing the resort from altering its existing footprint. It is unclear how Ag/LU-114 departs from state law by requiring that discretionary approvals be in conformance with standards set forth in the Land Use Element. The purpose of the Land Use Element is to set forth policies that future development needs to conform to. Please see Response 151-2 and 151-3 regarding policies to address pre-existing legal uses.
- Response 151-9 E/P:* Commenter notes that the proposed General Plan Update could result in negative affects to Napa County, specifically to Meadowood. The commenter states the Draft EIR does not address impacts from the decline of Meadowood. The commenter has not provided adequate data and/or analysis that the General Plan policies would result in environmental impacts as required for analysis by CEQA and result in potential changes to Meadowood. As such, no modification of the Draft EIR is recommended.
- Response 151-10 E:* Commenter notes that the Draft EIR should address impacts to the County from Meadowood's Transient Occupancy Tax (TOT) if the TOT is reduced as a result of the proposed General Plan Update. The commenter has not provided adequate data and/or analysis that the General Plan policies would result in reduction of TOT as a result of potential changes to Meadowood, nor has the commenter provided specifics as to the physical environmental consequences that could result if TOT is reduced. As such, no modification of the Draft EIR is recommended.
- Response 151-11 E:* The commenter suggests that potential declines in Meadowood's occupancy would result in a shift in traffic impact locations, growth inducement, and development pressures that have not been considered in the Draft EIR. The commenter has not provided any technical data to support the assertion that implementation of the proposed General Plan Update would result in substantial reduction in the site's occupancy rates and that such occupancy rates would in turn result in impacts not accounted for in the Draft EIR. As indicated above, County staff believes

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that the commenter's policy concerns can be addressed with the addition of Policy Ag//LU-46. The commenter's environmental concerns appear to be entirely speculative, not warranting consideration in changes to the EIR. (See CEQA Guidelines Section 15064(f)(5) regarding speculation and substantial evidence.)

*Response 151-12 E/P:* Commenter notes that Meadowood would like to overcome perceived land use constraints in the proposed General Plan Update. The commenter states that the General Plan could reduce Meadowood's competitiveness and that these impacts are not addressed in the Draft EIR. The commenter is encouraged to review the Revised Draft General Plan Update, which County staff believes addresses their primary concerns without allowing an intensification of use that would be subject to a vote under Measure J (1990). No changes to the Draft EIR are necessary to address the comments provided.