

**RESOLUTION NO. 2019-007**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VACAVILLE CONDITIONALLY APPROVING THE TENTATIVE CANCELLATION OF LAND CONSERVATION CONTRACT NO. 695 (ELDREDGE) (APN 0125-040-110)**

**WHEREAS**, on October 16, 1970, Land Conservation Contract No. 695, was recorded with the Solano County Recorder (Book 1648, page 263 in Solano County Recorder's Office) in accordance with the provisions of the Williamson Act; and

**WHEREAS**, a Notice of Non-Renewal for the Land Conservation Contract No. 695 was filed with the Clerk of the Solano County Board of Supervisors by the property owner, Mary E. Eldredge, effective January 1, 2018, for APN 0125-040-110; and

**WHEREAS**, on April 24, 2018, applications for a Reaffirmation of the City of Vacaville General Plan Environmental Impact Report, Zone Change, Vesting Tentative Map, and Planned Development with a Conditional Use Permit and Design Review for the Park Master Plan accompanied a request for Cancellation of Land Conservation Contract No. 695 and within Agricultural Preserve No. 614, were filed with the City by the project applicant of the subject property in accordance with the provisions of the Williamson Act; and

**WHEREAS**, the City Council reaffirmed the approved City of Vacaville General Plan Environmental Impact Report (SCH No. 2011022043) for the pre-zoning in accordance with the findings in City Council Resolution 2018-137; and

**WHEREAS**, the City Council held a public hearing regarding the request for annexation of the subject site on November 13, 2018 and approved the pre-zoning in accordance with the findings in City Council Ordinance 1935; and

**WHEREAS**, upon completion of annexation of the subject site, the City will succeed Land Conservation Contract No. 695 and within Agricultural Preserve No. 614; and

**WHEREAS**, the Solano County Assessor has valued of the subject property at \$3,000,000 calculated as though the land were free of any Williamson Act restrictions; and

**WHEREAS**, on October 31, 2018, the Petition for Request of Cancellation of Agricultural Preserve No. 614 under Land Conservation Contract No. 695 was submitted to the California Department of Conservation Division of Land Resource Protection in accordance with the provisions of the Williamson Act; and

**WHEREAS**, state law under the Williamson Act requires a public hearing before the City Council for the Tentative Cancellation of the Agriculture Preserve Contract; and

**WHEREAS**, pursuant to Government Code Section 51283(c), the applicant has requested that the City Council consider make findings in support of their request for Partial Waiver of the Cancellation Fees up to fifty-percent (50%) reduction as part of the Petition Request and to extend the time of payment of such fee to the 85th residential building permit issued for the Farmstead at North Orchard development project on the subject site; and

**WHEREAS**, the City Council considered the Williamson Act Cancellation Fee Agreement regarding the Real Property Commonly Referred to as the Farmstead that details the Partial Fee Waiver and Payment Time Extension request; and

**WHEREAS**, pursuant to Government Code Section 51283(c), after City Council adopts the findings herein, the Secretary of the Natural Resources Agency shall consider and make the final determination and approval of the request for Partial Fee Waiver and Payment Time Extension; and

**WHEREAS**, the City Council grants the City Manager authority to sign the Williamson Act Cancellation Fee Agreement regarding the Real Property Commonly Referred to as the Farmstead for submission to the Secretary of the Natural Resources Agency; and

**WHEREAS**, the City Council held a public hearing regarding the request on January 22, 2019 and notice of said meeting was duly noticed by mailing and publication in accordance with Section 51284 of the Williamson Act; and

**WHEREAS**, the City Council received testimony from City staff and the applicant regarding the proposed cancellation of Land Conservation Contract No. 695; and

**WHEREAS**, all those in attendance desiring to be heard were given the opportunity to submit written and/or oral comments at the hearing;

**WHEREAS**, the City consulted with the Local Agency Formation Commission of Solano County in preparation for the proposed annexation of the subject site and the Cancellation of the Agriculture Preserve Contract; and

**WHEREAS**, the City consulted with the California Department of Conservation in preparation for the proposed annexation of the subject site and the Cancellation of the Agriculture Preserve Contract; and

**WHEREAS**, Cancellation of Land Conservation Contract No. 695 is consistent with the purposes of the California Land Conservation Act of 1965, determined pursuant to Section 51282(b) of the Act, based on the following findings:

1. That the cancellation is for land on which a Notice of Nonrenewal has been served.

*Finding: A Notice of Non-Renewal for Agricultural Preserve Number 614 under Contract Number 695 was filed with the Clerk of the Board of Supervisors of the County of Solano on April 13, 2018 (effective January 1, 2018) and recorded in the Official Records of the County that same date as Document Number 201800025855.*

2. That the cancellation is not likely to result in the removal of adjacent lands from agricultural use.

*Finding: The property for which cancellation is sought is wholly surrounded by existing, non-agricultural urban uses (residential, streets, utility infrastructure). Land to the adjacent south, east, and west is located within the City of Vacaville City Limit. The land to the north consists of ten residential homes within Solano County jurisdiction, but also proposed for annexation as an island annexation.*

3. That the cancellation is for an alternative use that is consistent with the applicable provisions of the City General Plan.

*Finding: The Vacaville General Plan and General Plan Final EIR (FEIR) identify the project site as intended for medium density residential development with a park site. The proposed project is consistent with the General Plan and FEIR assumptions.*



4. That the cancellation will not result in discontinuous patterns of urban development.

*Finding: The project site is adjacent on three sides to existing urban/suburban development within the City of Vacaville and on a fourth side to small lot rural residential parcels in the County. The project site is consistent with the definition of an infill development site. Therefore, the cancellation will not result in discontinuous patterns of urban development.*

5. That there is no proximate, non-contracted land that is both available and suitable for the use proposed for the contracted land; or, that the development of the contracted land would provide more contiguous patterns of urban development than the development of proximate, non-contracted land.

*Finding: See discussion in the above findings, #2-4. The property is surrounded by existing non-agricultural land uses. There is no available or suitable alternative land for the proposed development within a two mile radius because (1) to the north, lands greater than 0.75 miles are outside of the City's Urban Growth Boundary and therefore are prohibited from City growth; (2) to the west, lands greater than 0.45 miles are outside of the City's Urban Growth Boundary and therefore are prohibited from City growth; (3) to the south, lands within two miles are fully developed or are protected hillside-open space; (4) to the east, lands within two miles are either fully developed, protected hillside-open space, undevelopable steep hillside lands, or in currently outside City boundaries and under an existing Williamson Act Contract.*

*Additionally, development of the 20 acre in-fill parcel would remove a small portion of Solano County, Solano Irrigation District, and Vacaville Rural Fire District jurisdiction that is surrounded by City of Vacaville jurisdiction, thereby creating a contiguous pattern of urban development and services. Of*

**WHEREAS**, the request for Partial Cancellation Fee Waiver and Time Extension for Fee Payment is consistent with California Government Code Section 51283(c), based on the following findings:

1. The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to the owner.

*Finding: The cancellation is caused by an involuntary change in use which may be made of the land and the land is not immediately suitable for a purpose which produces a greater economic return to the owner. Since 1990, the City's General Plan has designated the contracted lands as Medium Residential. This designation is inconsistent with long-term agricultural use of the contracted lands. Furthermore, over time, the contracted lands have become completely surrounded by urban uses. This urban setting has made economic agricultural use of the contracted lands unviable due to scale of economies, conflicts with urban uses, and access to markets. For example, the contracted lands are immediately adjacent to a public elementary school which would be impacted by agricultural activities including dust from tilling operations, supply and harvest deliveries, and concerns over pesticide and fertilizer use. Agricultural activities on the contracted lands have ceased and the lands have been fallow for the last four years. Due to the limited size of the parcel, its location as an island within urban uses, and long term planning documents that do not envision continued agricultural uses on the parcel, the property owner has*

*informed the City that a market does not exist to convey or lease the property to an agricultural user on terms that would be economic to the owner. Therefore, there is not an economic use of the property available to the owner while the property remains under contract. The owner recorded a notice of non-renewal in April 2018 and submitted a notice of cancellation in August 2018 to the County based on these factors.*

2. The board or council has determined that it is in the best interests of the program to conserve agricultural land use that the payment be either deferred or is not required.

*Finding: It is in the best interest of the program to conserve agricultural land use that the fifty-percent (50%) payment be waived. The contracted lands are no longer in agricultural production and will not be in the foreseeable future for the reasons stated above. Although not considered prime farmland, farmland of statewide importance, or unique farmland under the Farmland Mapping and Monitoring Program relied on by the City and County, the contracted lands are considered prime farmland as defined by Government Code § 56064. That definition is used the Local Agency Formation Commission (LAFCO) when considering change of organization requests. As such, if the contracted lands are developed consistent with the City's current General Plan designation, the applicant will be required to permanently preserve like-kind agricultural lands on a 1:1 basis. Such lands would be within County of Solano adjacent to other agricultural lands. Such preservation will increase the likelihood of economic agricultural activities within the County of Solano by addressing the need to support contiguous parcels and areas large enough to preserve agricultural operations. The perpetual preservation of agricultural lands, as opposed to keeping fallow lands under contract that are surrounded by urban development, will serve as a legal barrier to the future expansion of urban development within productive agricultural areas outside the City's Urban Growth Boundary and permanently relieve development pressure from such lands. The cancellation of the contract would support the state policies of (i) focusing urban development in infill sites and (ii) preserving agricultural uses.*

3. The waiver or extension of time is approved by the Secretary of the Resources Agency. The secretary shall approve a waiver or extension of time if the secretary finds that the granting of the waiver or extension of time by the board or council is consistent with the policies of this chapter and that the board or council complied with this article. In evaluating a request for a waiver or extension of time, the secretary shall review the findings of the board or council, the evidence in the record of the board or council, and any other evidence the secretary may receive concerning the cancellation, waiver, or extension of time.

*Finding: No finding necessary. Receipt of the Secretary's final determination is a condition prior to recording a final notice of cancellation.*

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Vacaville hereby:

Section 1. Reaffirms the General Plan Final Environmental Impact Report as adequately addressing the environmental effects related to the Cancellation of Land Conservation Contract No. 695.

Section 2. Prior to granting and recording the final Certificate of Cancellation of Contract No. 695, the City shall receive the Secretary of the Natural Resources



Agency's final determination regarding the Partial Fee Waiver and Time Extension for Fee Payment, consistent with one of the following options:

- A. If (i) the Secretary approves the Reduced Cancellation Fee and Payment Extension prior to the recording of the certificate of cancellation for the Williamson Act Contract; and (ii) the certificate of cancellation for the Williamson Act Contract is recorded in the Official Records, Landowner shall pay the Reduced Cancellation Fee prior to the earlier of (iii) the issuance of the eighty-fifth (85<sup>th</sup>) residential building permit for the Project; or (iv) October 13, 2027.
- B. If the Secretary approves the Reduced Cancellation Fee but not the Payment Extension prior to the recording of certificate of cancellation for the Williamson Act Contract, Landowner shall pay the Reduced Cancellation Fee prior to the recording of the certificate of cancellation.
- C. If (i) the Secretary approves the Payment Extension but not the Reduced Cancellation Fee prior to the recording of the certificate of cancellation for the Williamson Act Contract; and (ii) the certificate of cancellation for the Williamson Act Contract is recorded in the Official Records, Landowner shall pay the Full Cancellation Fee prior to the earlier of (iii) the issuance of the eighty-fifth (85<sup>th</sup>) residential building permit for the Project; or (iv) October 13, 2027.
- D. If the Secretary does not approve either the Reduced Cancellation Fee or the Payment Extension prior to the recording of the certificate of cancellation, Landowner shall pay the Full Cancellation Fee prior to the recording of the certificate of cancellation.

**I HEREBY CERTIFY** that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Vacaville, held on the 22nd day of January, 2019, by the following vote:

AYES: Council members Beaty, Harris, Sullivan, Vice Mayor Mashburn and Mayor Rowlett

NOES: None

ABSENT: None

ATTEST:

  
\_\_\_\_\_  
Michelle A. Thornbrugh, City Clerk

**ATTACHMENTS:**

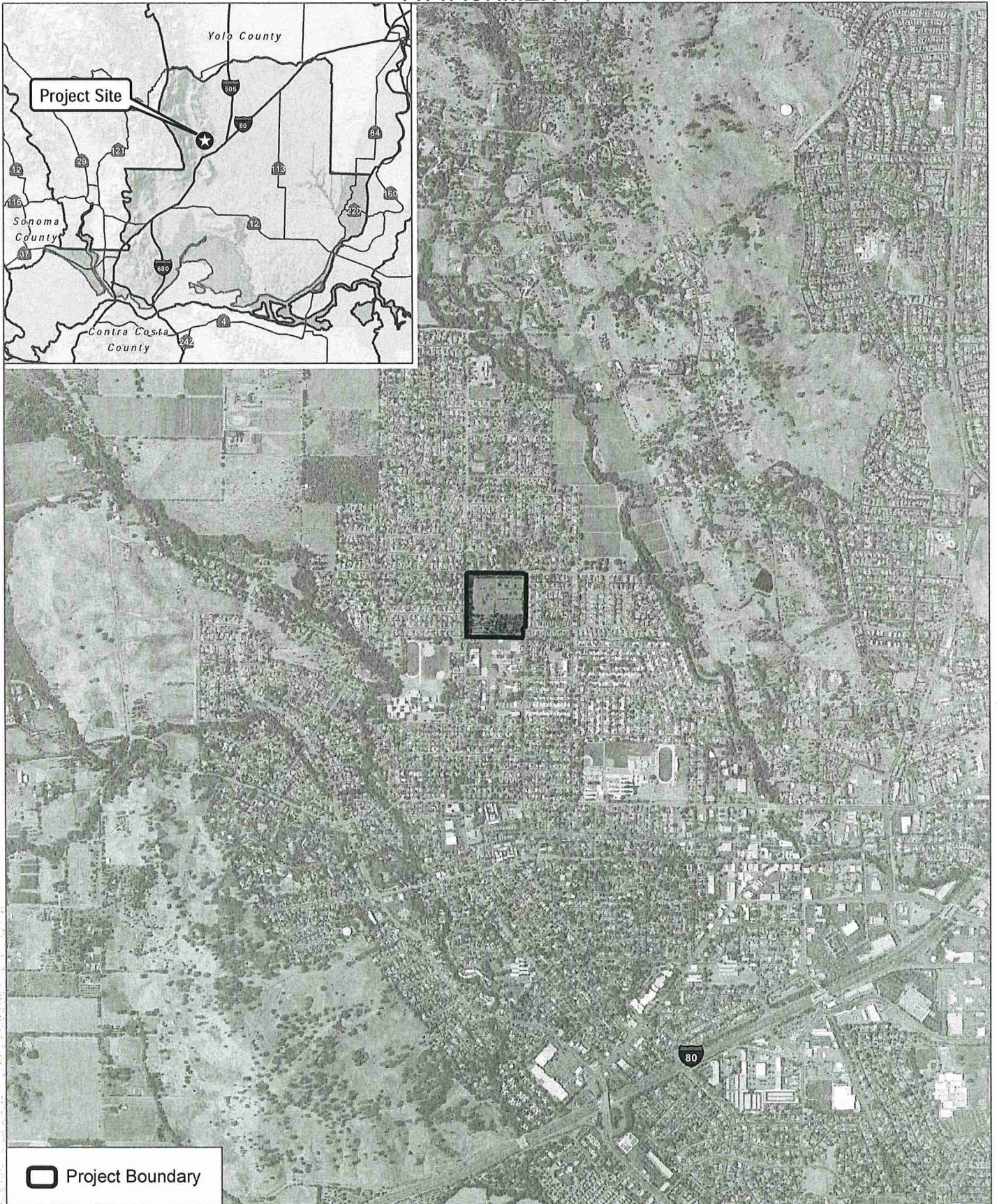
Exhibit A – Location Map

Exhibit B – Petition for Cancellation of Agricultural Contract No. 695

Exhibit C – Williamson Act Cancellation Fee Agreement regarding the Real Property Commonly Referred to as the Farmstead



# ATTACHMENT 1



 Project Boundary

SOURCE: NAIP 2016

**DUDEK**   0 1,000 2,000 Feet

**FIGURE 1**  
**Project Location**  
Eldredge Project





ESTABLISHED 1850

# CITY OF VACAVILLE

650 MERCHANT STREET  
VACAVILLE, CALIFORNIA 95688-6908  
www.cityofvacaville.com  
707-449-5100

LEN AUGUSTINE  
Mayor

MITCH MASHBURN  
Vice Mayor

DILENNA HARRIS  
Councilmember

CURTIS HUNT  
Councilmember

RON ROWLETT  
Councilmember

October 31, 2018

Community Development Department  
Planning Division

Mr. David Bunn, Director  
Department of Conservation  
c/o Division of Land Resource Protection  
801 K Street, MS 14-15  
Sacramento, CA 95814

**SUBJECT: PETITION FOR CANCELLATION OF CALIFORNIA LAND CONSERVATION  
CONTRACT NO. 695  
Property Owner(s): Mary Eldredge  
Applicant: Anthony Craig, AJ Craig Development**

Dear Mr. Bunn,

I would like to submit a petition to cancel that portion of land within Agricultural Preserve No. 614 under California Land Conservation Contract No. 695, consistent with Government Code section 51284.1.

The petition proposes to cancel 20.55 grazing land acres for 130 single-family residential lots and approximately 5 acres of park and open space as part of an infill development project, Farmstead at North Orchard. The Vacaville City Council is anticipated to hold a public hearing and make a determination on the Farmstead at North Orchard Project on November 13, 2018. The Project requests the following actions:

- Annexation in to the City limits;
- Residential Medium Density Zoning, contingent on Recordation of Annexation and Completion of the Cancellation of the Williamson Act; and
- Vesting Tentative Map, Planned Development, Conditional Use Permit for detached single-family development, and Park Design Review.

Should City Council approved the Project, the City of Vacaville will complete the annexation application with Solano Local Agency Formation Commission. In preparation for the application, City Council will hold a hearing on the Tentative Cancellation of the Williamson Act Contract, (contingent on the Recordation of Annexation), tentatively scheduled for December 11, 2018.

The following and attached are the list of detailed project information and documentation required for petition requests. Please note that the Applicant has contested the Solano County Assessor's valuation and is in that process currently. Also, please note that the Applicant has submitted a request to have the Cancellation Fees waived (Attachment 9 – Applicant's Draft Findings for Fee Waiver).



Should you require additional information or have any questions, please let me know. I can be reached via phone at (707)449-5374, or via email at [christina.love@cityofvacaville.com](mailto:christina.love@cityofvacaville.com)

Thank you for your time and consideration.

Sincerely,

Christina Love, Associate Planner

**SUPPORTING DATA FOR PETITION**  
**DETAILED PROJECT DESCRIPTION AND DOCUMENTATION**

- **Project Name:** Farmstead at North Orchard. Also referred to as “the Alike Fruit Stand.”
- **Purpose of Cancellation:** Early cancellation of Contract No. 695, currently in non-renewal as of January 1, 2018 (Attachment 2 – Copy of filed non-renewal). The cancellation is consistent with the Act.
- **Draft Findings:** (Attachment 3 – Farmstead at North Orchard Williamson Act Cancellation Findings)
- **Detailed Description of Alternative Use:** The City is currently reviewing an application for annexation, and rezoning and a tentative map for residential development that are contingent in the recordation of annexation and the completion of the cancellation of the Williamson Act Contract.

The proposed project is an infill project and an island annexation. The development is consistent with the General Plan and with the City’s short-term annexation plan in the 2016 Municipal Service Review.

- **Extent of Cancellation:** The petition is for full cancellation of the Contract, 20.55 acres, of grazing land (Attachment 7 – 2016 Solano County Important Farmland Map).
- **Assessor’s Parcel Numbers (APN):** 0125-040-110
- **Existing Agricultural Conditions in the County/Region:** Solano County is an area that is still ripe with active and productive agriculture. However, the project site is completely surrounded by residential development and adjacent to Vacaville City limits on three sides. As part of the project’s conditions of approval, the developers/land owners are required to mitigate for the loss of agricultural land consistent with Solano Local Agency Formation Commission’s (LAFCO) prior to the completion of annexation.
- **Existing Agricultural Conditions on the Project Site & Adjacent:** The site has not been use for agricultural uses for the last 5 years, but instead has been annually mowed for fire safety. The uses adjacent to the site are as follows:
  - **North** – 10 Rural Residential lots with Solano County boundaries.
  - **South** – Existing elementary school: Hemlock Elementary.
  - **East** – Existing urban residential development of Burton Ranch.
  - **West** – Existing urban residential development of Shady Glen.
- **Land Valuation:** Attachment 8 is the Solano County Assessor-Recorder’s Certification of Determination of Cancellation Value of Land. (Property Owner/Applicant has contested this valuation.)
- **Staff’s Review:** The site has been intended for residential development in accordance with the 1990 General Plan and has remained so with the current General Plan, adopted in 2015. In addition, the site is in infill development site and an island annexation. The land has not been an operating fruit stand or orchard for at least 5 years. All the lands adjacent to it have been development since the early 2000’s. Based on the evidence provided, City Staff feels confident that the elected early cancellation is the best option for the property owners and developers at this time. For additional reports and information, an Initial Study was completed to show that the project is consistent with the General Plan Final EIR, therefore the FEIR is reaffirmed. The Final EIR can be found on the City’s website or the project planner can
- **Project Planner’s contact information:**
  - Christina Love, Associate Planner (707) 449-5374 christina.love@cityofvacaville.com
  - City of Vacaville, Community Development
  - c/o Christina Corsello
  - 650 Merchant Street
  - Vacaville, CA 95688

# ATTACHMENT 1





WHEN RECORDED MAIL TO:

Board of Supervisors  
675 Texas Street, 6<sup>th</sup> Floor  
Fairfield, CA 94533

# ATTACHMENT 2

Recorded in Official Records,  
Solano County  
Doc#: 201800025855  
4/17/2018 9:44:19 AM

## NOTICE OF NON-RENEWAL County of Solano, State of California

This is to notify the County of Solano or the following named landowner(s) that the land conservation contract described below will not be renewed (check one). Said Contract recorded on OCT. 16, 1970 in book 1648 as instrument number 18678 page 263 in Solano County Recorder's Office.

- All land within Agricultural Preserve Number 614 under Contract Number 695. (Assessor Parcel No. 0125-040-110)
- That portion of land within Agricultural Preserve Number \_\_\_\_\_ under Contract Number \_\_\_\_\_ described in the attached hereto as **Exhibit "A"**, the property description and **Exhibit "B"**, Assessor's Plat attached hereto. (Assessor Parcel No. \_\_\_\_\_)

Clerk of the Board of Supervisors

# FILED

APR 13 2018

Birgitta E. Corsello, Clerk of  
the Board of Supervisors of  
the County of Solano, State  
of California

Printed name and signature of each current owner

MARY E. ELDRIDGE

x Mary E. Eldredge

NOTE: All signatures must be notarized for recording purposes. When completed, return to the Clerk of the Board of Supervisors. Maya Shinde

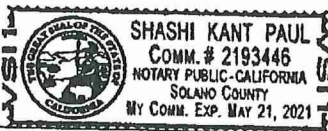
State of California )  
County of Solano ) ss.

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

On APRIL 03, 2018 before me, SHASHI KANT PAUL, Notary Public, personally appeared, MARY E. ELDRIDGE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature]  
Notary Public for State of California

### COUNTY USE ONLY

The LCA Nonrenewal (P) will become effective on: Jan. 1, 2018  
This portion of the above LCA will terminate on: Oct. 13, 2027

EXHIBIT A

Lot 21 is the same as shown on that certain map entitled: "Map of a portion of the Pierce Estate, near Vacaville, Solano County, California, surveyed October 1882, M. G. King, C.E." filed in the Office of the County Recorder of Solano County, California, in Book 1 of Maps, page 23.

EXCEPTING THEREFROM:

All that real property situate in the City of Vacaville, County of Solano, State of California, lying within the projected Section 18, T6N, R1W, M.D.B. & M., and being described as follows:

BEGINNING at the southeast corner of Lot 21 as the same is shown on that certain map entitled: "MAP OF PORTION OF THE PIERCE ESTATE, NEAR VACAVILLE, SOLANO COUNTY, CALIFORNIA", filed in Book 1 of Maps, at Page 23, Solano County Records; thence northerly from said Point of Beginning along the east line of the aforementioned Lot 21 degrees, N 00 32' 13" E, 168.83 feet; thence leaving said east line along a curve concave to the southeast from a tangent bearing S 63 degrees 08' 54" W, having a radius of 55 feet, through a central angle of 79 degrees 55' 46" for an arc length of 76.73 feet to a point of reverse curvature; thence from said point along a curve concave to the west having a radius of 50 feet through a central angle of 17 degrees 45' 10" for an arc length of 15.49 feet; thence S degrees 00 58' 18" W, 88.36 feet; thence S 89 degrees 27' 12" E, 25.61 feet to the POINT OF BEGINNING.

END OF DOCUMENT

**ELDREDGE  
WILLIAMSON ACT CANCELLATION FINDINGS**

**A. Cancellation of Land Conservation Agreement No. 573 is consistent with the purposes of the California Land Conservation Act of 1965, determined pursuant to Section 51282(b) of the Act, based on the following findings:**

- 1. That the cancellation is for land on which a Notice of Nonrenewal has been served.**

A Notice of Non-Renewal for Agricultural Preserve Number 614 under Contract Number 695 was filed with the Clerk of the Board of Supervisors of the County of Solano on April 13, 2018 (effective January 1, 2018) and recorded in the Official Records of the County that same date as Document Number 201800025855.

- 2. That the cancellation is not likely to result in the removal of adjacent lands from agricultural use.**

The property for which cancellation is sought is wholly surrounded by existing, non-agricultural urban uses (residential, streets, utility infrastructure). Land to the immediate south, east, and west is located within the City of Vacaville City Limit. The land to the north consists of ten residential homes within Solano County jurisdiction.

- 3. That the cancellation is for an alternative use that is consistent with the applicable provisions of the City General Plan.**

On November 13, 2018, The Vacaville City Council made a series of motions and adopted resolutions reaffirming the General Plan FEIR and approving the project as being consistent with applicable provisions of the General Plan. The Vacaville General Plan and FEIR identify the project site as intended for medium density residential development with a park site. The proposed project is consistent with the General Plan and FEIR assumptions.

- 4. That the cancellation will not result in discontinuous patterns of urban development.**

*The project site is adjacent on three sides to existing urban/suburban development within the City of Vacaville. The project site is consistent with the definition of an infill development site. Therefore, the cancellation will not result in discontinuous patterns of urban development.*

- 5. That there is no proximate, non-contracted land that is both available and suitable for the use proposed for the contracted land; or, that the development of the contracted land would provide more contiguous patterns of urban development than the development of proximate, non-contracted land.**

*Finding: See discussion in the above findings, #2-4.*



**B. Cancellation of Land Conservation Contract No. 573 is in the public interest, determined pursuant to Section 51282(c) of the Act, based on the following findings:**

**In order to find that the cancellation is in the public interest, the City must make the following two findings (Government Code Section 51282 (c)):**

- 1. Other public concerns substantially outweigh the objectives of the Williamson Act.**

*Development of the subject property fulfills the City's concept for orderly, well-planned development and promoting infill development. The subject site is small and surrounded on three sides by development already within the City, rendering successful agricultural use unfeasible. Refer to findings #2-4 above.*

- 2. Development of the contracted land would provide a more contiguous pattern of development.**

*Cancellation of the Contract at this time is appropriate given the existing urban development immediately adjacent to the subject site. The cancellation will provide a more contiguous pattern of urban development through the development of the infill site.*



# ATTACHMENT 4

**RLM-4.5**

**RM**

**CF**









## Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of Solano, unincorporated area, described as follows:

Lot 21, is the same as shown on that certain map entitled: "Map of a portion of the Pierce Estate, near Vacaville, Solano County, California, surveyed October 1882, M.G King, C.E" filed in the Office of the County Recorder of Solano County, California, in Book 1 of Maps, Page 23.

Excepting therefrom:

All that real property situate in the City of Vacaville, County of Solano, State of California, lying within the projected Section 18, T6N, R1W, M.D.B. & M., and being described as follows:

Beginning at the Southeast corner of Lot 21 as the same is shown on that certain map entitled: " Map of Portion of The Pierce Estate, near Vacaville, Solano County, California", filed in Book 1 of Maps, at Page 23, Solano County Records; thence Northerly from said Point of beginning along the East line of the aforementioned Lot 21 degrees, N 00° 32' 13" E, 168.83 feet; thence leaving said East line along a curve concave to the Southeast from a tangent bearing S 63° 08' 54" W, having a radius of 55 feet, through a central angle of 79° 55' 46" for an arc length of 76.73 feet to a point of reverse curvature; thence from said point along a curve concave to the West having a radius of 50 feet through a central angle of 17° 45' 10" for an arc length of 15.49 feet; thence S 00° 58' 18" W, 88.36 feet; thence S 89° 12' 12" E, 25.61 feet to the point of beginning.

APN: 0125-040-110

ATTACHMENT 7



**GRAZING LAND**

GRAZING LAND IS LAND ON WHICH THE EXISTING VEGETATION IS SUITED TO THE GRAZING OF LIVESTOCK.



Assessor/Recorder Department

MARC C. TONNESEN  
Assessor/Recorder

KATHY DOSSA  
Assistant Assessor/Recorder



SOLANO  
COUNTY

675 Texas Street, Suite 2700  
Fairfield, CA 94533-6338  
(707) 784-6210  
Fax (707) 784-2475  
www.solanocounty.com

October 17, 2018

Barton Brierley, AICP  
Community Development Director  
City of Vacaville  
650 Merchant Street  
Vacaville, CA 95688-6908

**Revised - date of letter only  
and re-sent Certified Mail**

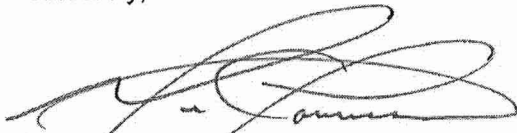
Subject: Certification of Determination of Cancellation Value of Land  
Land Conservation Agreement No. 695  
Current Assessee: Mary E. Eldredge, Trustee of the Mary E. Eldredge Trust u/d/t dated  
April 26, 1994 and the Mary E. Eldredge Charitable Remainder Trust

Dear Mr. Brierley:

In response to your letter, "Proposed Cancellation of Agricultural Contract Eldredge Property", dated July 10, 2018, and received August 13, 2018, my office has determined the cancellation value of the land referenced herein consisting of a 20.55 acre parcel identified as assessor parcel number 0125-040-110.

Pursuant to California Government Code Section 51283(a), I certify as of August 13, 2018, the current fair market value of the land as though it were free of the contractual restriction to be \$7,800,000.

Sincerely,



MARC C. TONNESEN  
Assessor-Recorder

Cc: Simona Padilla-Scholtens, Auditor-Controller  
Charles Lomeli, Treasurer-Tax Collector-County Clerk  
Kathy Dossa, Assistant Assessor-Recorder  
Melissa Catron, Real Property Appraiser



## ATTACHMENT 9

### DRAFT

#### Project Applicant's Findings for Request for Fee Waiver

Subject to the approval of the Secretary of the Natural Resources Agency, the City Council finds that it is in the public interest to waive the payment of the Williamson Act Cancellation Fee. Specifically, the City Council finds that the cancellation is caused by an involuntary change in use which may be made of the land and the land is not immediately suitable for a purpose which produces a greater economic return to the owner. Since 1990, the City's General Plan has designated the contracted lands as Medium Residential. This designation is inconsistent with long-term agricultural use of the contracted lands. Furthermore, over time, the contracted lands have become completely surrounded by urban uses. This urban setting has made economic agricultural use of the contracted lands unviable due to scale of economies, conflicts with urban uses, and access to markets. For example, the contracted lands are immediately adjacent to a public elementary school which would be impacted by agricultural activities including dust from tilling operations, supply and harvest deliveries, and concerns over pesticide and fertilizer use. Agricultural activities on the contracted lands have ceased and the lands have been fallow for the last four years. Due to the limited size of the parcel, its location as an island within urban uses, and long term planning documents that do not envision continued agricultural uses on the parcel, the property owner has informed the City that a market does not exist to convey or lease the property to an agricultural user on terms that would be economic to the owner. Therefore, there is not an economic use of the property available to the owner while the property remains under contract. The owner recorded a notice of non-renewal in April 2018 and submitted a notice of cancellation in August 2018 to the County based on these factors.

The City Council also finds that it is in the best interest of the program to conserve agricultural land use that the payment be waived. The contracted lands are no longer in agricultural production and will not be in the foreseeable future for the reasons stated above. Although not considered prime farmland, farmland of statewide importance, or unique farmland under the Farmland Mapping and Monitoring Program relied on by the City and County, the contracted lands are considered prime farmland as defined by Government Code § 56064. That definition is used by the Local Agency Formation Commission (LAFCO) when considering change of organization requests. As such, if the contracted lands are developed consistent with the City's current General Plan designation, the applicant will be required to permanently preserve like-kind agricultural lands on a 1:1 basis. Such lands would be within County of Solano adjacent to other agricultural lands. Such preservation will increase the likelihood of economic agricultural activities within the County of Solano by addressing the need to support contiguous parcels and areas large enough to preserve agricultural operations. The perpetual preservation of agricultural lands, as opposed to keeping fallow lands under contract that are surrounded by urban development, will serve as a legal barrier to the future expansion of urban development within productive agricultural areas outside the City's Urban Growth Boundary and permanently relieve development pressure from such lands. The cancellation of the contract would support the state policies of (i) focusing urban development in infill sites and (ii) preserving agricultural uses.

**RECORDING FEES  
EXEMPT PURSUANT TO  
GOVERNMENT CODE §27383**

**RECORDING REQUESTED BY:**  
City of Vacaville

**WHEN RECORDED MAIL TO:**  
Michelle Thornbrugh  
City Clerk  
City of Vacaville  
650 Merchant Street, Vacaville, CA 95688

APN 0125-040-110

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SPACE ABOVE LINE FOR RECORDER'S USE

**WILLIAMSON ACT CANCELLATION FEE AGREEMENT REGARDING THE REAL  
PROPERTY COMMONLY REFERRED TO AS THE FARMSTEAD**

**THIS WILLIAMSON ACT CANCELLATION FEE AGREEMENT (“Agreement”)** by and between **MARY ESTHER ELDREDGE, TRUSTEE OF THE MARY E. ELDREDGE TRUST U/D/T DATED APRIL 26, 1994, MARY E. ELDREDGE, TRUSTEE OF THE MARY E. ELDREDGE CHARITABLE REMAINDER TRUST** (collectively, “Landowner”) and the **CITY OF VACAVILLE**, a municipal corporation (“City”). City and Landowner are also referred to hereinafter individually as “party” or collectively as the “parties.”

**RECITALS**

This Agreement is made with reference to the following facts:

- A.** Landowner has a legal and/or equitable interest in certain real property consisting of approximately 20.57 acres, commonly referred to as the Farmstead, located in Vacaville, California, depicted and legally described in Exhibit A (the “Project Site”).
- B.** AJCD WVP Vacaville, LLC intends to develop the Project Site as a master planned community, consisting of one hundred and thirty (130) single-family lots and dwelling units, together with other uses and improvements to be constructed in connection therewith (the “Project”).
- C.** On November 13, 2018 City’s City Council approved a tentative map, conditional use permit, planned development approval, and park design review approval for the use and development of the Project Site; approved an application requesting the annexation of the Project

Site; and introduced an ordinance to rezone the Project Site. On December 11, 2018, the City Council approved an ordinance rezoning the Project Site.

**D.** The Project Site is currently encumbered with Solano County Agricultural Preserve 614 Contract 695, recorded October 16, 1970 in book 1648 as instrument number 18678, page 263 (the “Williamson Act Contract”) in the Solano County’s Recorder Office (the “Official Records”).

**E.** Landowner recoded a notice of non-renewal for the Williamson Act Contract in the Official Records on April 17, 2018. Absent an earlier cancellation of the Williamson Act Contract, the Williamson Act Contract will terminate on October 13, 2027.

**F.** On December 11, 2018, the Solano County Assessor-Recorder determined that the valuation of the Project Site for purposes of determining the cancellation fee under Government Code Section 51203 is Three-Million Dollars (\$3,000,000.00). Without a partial fee waiver, the cancellation fee for cancelling the Williamson Act Contract would be Three-Hundred-Seventy-Five Thousand Dollars (\$375,000.00) (the “Full Cancellation Fee”). Without the relief permitted under Government Code Section 51283, this fee would ordinarily be required to be paid prior to recordation of the certificate of cancellation in the Official Records.

**G.** If certain findings are made, Government Code Section 51283 authorizes a city, subject to approval by the Secretary of the Natural Resources Agency (“Secretary”), to waive all or a portion of a cancellation fee and to grant an extension of time to pay all or a portion of a cancellation fee contingent on upon an future use and economic return on the land subject to a contract, but in no event may the extension be for a period of time that exceeds the unexpired period of the contract had it not been cancelled.

**H.** On \_\_\_\_, the City Council adopted a resolution approving the tentative cancellation of the Williamson Act Contract (the “Tentative Cancellation”). The Tentative Cancellation includes the findings required to authorize the waiver of the cancellation fee and an extension of time to make such payment. The Tentative Cancellation authorizes a fifty-percent (50%) in the cancellation fee for a total of One-Hundred-Eighty-Seven-Thousand-Five-Hundred Dollars (\$187,500.00) (the “Reduced Cancellation Fee”). The Tentative Cancellation also extends the time to pay the Reduced Cancellation Fee from the date the certificate of cancellation is recorded to the earlier of (i) the issuance of the eighty-fifth residential building permit for the Project; or October 13, 2027 (the “Payment Extension”).

**I.** City and Landowner now desire to set forth the terms and conditions related to the payment of the Reduced Cancellation Fee.

**NOW, THEREFORE,** in consideration of the premises, covenants and provisions set forth herein, the parties agree as follows:



**AGREEMENT**

**SECTION 1.**  
**EFFECTIVE DATE**

This Agreement shall become effective on the date last written below (“Effective Date”).

**SECTION 2.**  
**PROPERTY SUBJECT TO THIS AGREEMENT**

All of the property described in Exhibit A shall be subject to this Agreement.

**SECTION 3.**  
**PAYMENT OF CANCELLATION FEE**

**A.** If (i) the Secretary approves the Reduced Cancellation Fee and Payment Extension prior to the recording of the certificate of cancellation for the Williamson Act Contract; and (ii) the certificate of cancellation for the Williamson Act Contract is recorded in the Official Records, Landowner shall pay the Reduced Cancellation Fee prior to the earlier of (iii) the issuance of the eighty-fifth (85<sup>th</sup>) residential building permit for the Project; or (iv) October 13, 2027.

**B.** If the Secretary approves the Reduced Cancellation Fee but not the Payment Extension prior to the recording of certificate of cancellation for the Williamson Act Contract, Landowner shall pay the Reduced Cancellation Fee prior to the recording of the certificate of cancellation.

**C.** If (i) the Secretary approves the Payment Extension but not the Reduced Cancellation Fee prior to the recording of the certificate of cancellation for the Williamson Act Contract; and (ii) the certificate of cancellation for the Williamson Act Contract is recorded in the Official Records, Landowner shall pay the Full Cancellation Fee prior to the earlier of (iii) the issuance of the eighty-fifth (85<sup>th</sup>) residential building permit for the Project; or (iv) October 13, 2027.

**D.** If the Secretary does not approve either the Reduced Cancellation Fee or the Payment Extension prior to the recording of the certificate of cancellation, Landowner shall pay the Full Cancellation Fee prior to the recording of the certificate of cancellation.

**SECTION 4.**  
**REMEDIES**

If the Secretary approves the Payment Extension prior to the recording of certificate of cancellation for the Williamson Act Contract but Landowner fails to pay the Full Cancellation Fee or Reduced Cancellation Fee, as applicable, in accordance with the deadlines set forth in Section 3 of this Agreement, in addition to all other remedies available to the City in law and equity, City shall have the right to: withhold all Project building permits, final inspections, and certificates of occupancy until the applicable fee is paid; and/or to impose a lien in favor of the City against the Project Site; upon payment of the applicable fee, City shall record a release of lien.

**SECTION 5.**  
**COOPERATION**

City and Landowner shall make reasonable efforts to cause the recording of the certificate of cancellation to be recorded in the Official Records consistent with the terms of this Agreement. Such efforts include, but are not limited to, providing the County evidence that the City and the Secretary have approved the recordation of the certificate of cancellation prior to the payment of the Full Cancellation Fee or Reduced Cancellation Fee, as applicable.

**SECTION 6.**  
**TERMINATION**

At any time prior to the recordation of the certificate of cancellation of the Williamson Contract, Landowner may give City the written notice contemplated by Government Code Section 51283.4(c) that Landowner is unable to satisfy the conditions and contingencies set forth in the Tentative Cancellation. Within thirty (30) days after such notice, City shall execute and record a certificate of withdrawal of tentative approval of a cancellation of contract (the "Withdrawal Notice"). Upon recordation of the Withdrawal Notice or payment of the Full Cancellation Fee or Reduced Cancellation Fee (as applicable), this Agreement shall automatically terminate and be of no further force or effect and City and Landowner shall take all reasonable measures to remove this Agreement from title.

**SECTION 7.**  
**TRANSFERS AND ASSIGNMENTS**

**A. Right To Assign**

Landowner shall have the right to sell, convey, transfer, or assign its rights to any portion of the Project Site. All of its rights, duties and obligations under this Agreement with respect to the portion of the Project Site so sold, conveyed, transferred or assigned shall pass to the party acquiring fee simple title to such portion of the Project Site so transferred for the development thereof. "Landowner" shall mean the entities so identified herein and such successors thereto as may be identified as being entitled to such designation in a notice of transfer provided for in Subsection 7.B, below. Reference to successors from time to time herein shall not imply that the word "Landowner" does not include such designated successors in other instances.

**B. Release Upon Transfer**

Upon sale, conveyance, transfer or assignment, in whole or in part, of Landowner's right and interest to all or any portion of the Project Site (hereinafter collectively referred to as "transfer"), Landowner shall be released from its obligations hereunder with respect to the portion so transferred provided: (i) Landowner (or transferee) was not in default of this Agreement at the time of transfer, (ii) Landowner provided to City prior written notice of such transfer, and (iii) with respect to the transfer of any lot that has not been fully improved, the transferee executes and delivers to City a written assumption agreement in which: (i) the name and address of the transferee is set forth, and (ii) the transferee expressly assumes the obligations of Landowner under this Agreement as to the portion of the Project Site transferred. Failure to deliver a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of any



transferee pursuant to the provisions of this Agreement. Nothing herein contained shall be deemed to grant to City discretion to approve or deny any such transfer.

**C. No Third Parties Benefited**

No third party who is not a successor or permitted assign of a party hereto or who has not become a party by a duly-adopted amendment hereof may claim the benefits of any provision hereof.

**D. Covenants Run With The Land**

All of the terms, provisions, covenants, conditions, rights, powers, duties and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Project Site or any portion thereof or interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All other provisions of this Agreement shall be enforceable during the Term hereof as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

**SECTION 8.**  
**GENERAL PROVISIONS**

**A. Incorporation Of Recitals**

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are incorporated herein as though set forth in full.

**B. Prior Agreements and Amendments**

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

**C. Notices**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

If to City:	Director of Community Development City of Vacaville 650 Merchant Street Vacaville, California 95688
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With a copy to: City Attorney  
City of Vacaville  
650 Merchant Street  
Vacaville, California 95688

If to Landowner: The Mary E. Eldredge Trust u/d/t/ dated April 26, 1994  
Attn: Mary Eldredge  
PO Box 5878  
Vacaville, CA 95696

with copy to:

AJCD WVP Vacaville, LLC  
Anthony Craig  
280 2<sup>nd</sup> Street, Suite 23038 Miller Avenue #282  
Los Altos, CA 94022

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**D. No Joint Venture Or Partnership**

Nothing contained in this Agreement shall be construed as creating any joint venture or partnership between City and Landowner.

**F. Waiver**

Landowner agrees that waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

**G. Governing Law**

Landowner and City agree that the law governing this Agreement shall be that of the State of California.

**H. Venue**

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

**I. Attorney Fees**



Each party shall bear its own attorney fees and other costs in connection with any action or proceeding brought to enforce this Agreement. The prevailing party in such action or proceeding shall not be entitled to recover its attorney fees and other costs from the other party.

**J. Severability**

If any provision of this Agreement is held to be invalid, void or unenforceable by a court of law but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall remain in full force and effect, unless amended or modified in writing by mutual consent of the parties.

**K. Interpretation**

Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

**L. Counterpart Execution**

This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the parties has executed such a counterpart.

**M. Time**

Time is of the essence of each and every provision hereof.

**N. Signatory's Warranty**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day last written below.

*[Signatures on Following Page]*

**“CITY”**

CITY OF VACAVILLE,  
a municipal corporation

Approved as to form:

\_\_\_\_\_  
Ron Rowlett, Mayor

\_\_\_\_\_  
Melinda Stewart, City Attorney

Date: \_\_\_\_\_

**“LANDOWNER”**

MARY ESTHER ELDREDGE, TRUSTEE OF  
THE MARY E. ELDREDGE TRUST U/D/T  
DATED APRIL 26, 1994

\_\_\_\_\_  
Name: Mary E. Eldredge

Title: Trustee

Date: \_\_\_\_\_

MARY E. ELDREDGE, TRUSTEE OF THE  
MARY E. ELDREDGE CHARITABLE  
REMAINDER TRUST

\_\_\_\_\_  
Name: Mary E. Eldredge

Title: Trustee

Date: \_\_\_\_\_

***[ADD NOTARY CERTIFICATES]***



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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2019 before me, \_\_\_\_\_  
Notary Public (insert name and title of the officer),

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

EXHIBIT A

Legal Description of Project Site

EXHIBIT A

Lot 21 is the same as shown on that certain map entitled: "Map of a portion of the Pierce Estate, near Vacaville, Solano County, California, surveyed October 1882, M. G. King, C.E." filed in the Office of the County Recorder of Solano County, California, in Book 1 of Maps, page 23.

EXCEPTING THEREFROM:

All that real property situate in the City of Vacaville, County of Solano, State of California, lying within the projected Section 18, T6N, R1W, M.D.B. & M.; and being described as follows:

BEGINNING at the southeast corner of Lot 21 as the same is shown on that certain map entitled: "MAP OF PORTION OF THE PIERCE ESTATE, NEAR VACAVILLE, SOLANO COUNTY, CALIFORNIA", filed in Book 1 of Maps, at Page 23, Solano County Records; thence northerly from said Point of Beginning along the east line of the aforementioned Lot 21 degrees, N 00 32' 13" E, 168.83 feet; thence leaving said east line along a curve concave to the southeast from a tangent bearing S 63 degrees 08' 54" W, having a radius of 55 feet, through a central angle of 79 degrees 55' 46" for an arc length of 76.73 feet to a point of reverse curvature; thence from said point along a curve concave to the west having a radius of 50 feet through a central angle of 17 degrees 45' 10" for an arc length of 15.49 feet; thence S degrees 00 58' 18" W, 68.36 feet; thence S 89 degrees 27' 12" E, 25.61 feet to the POINT OF BEGINNING.

