

15770

Recording Requested By Placer County

RECORD AND WHEN RECORDED  
RETURN TO:

County of Placer  
Attn: Clerk of the Board of Supervisors  
175 Fulweiler Avenue  
Auburn, CA 95603



PLACER, County Recorder  
RYAN RONCO  
DOC- 2019-0023540-00

CREDIT CARD  
TUESDAY, APR 16, 2019 01:31 PM  
MIC \$3.00 | AUT \$17.00 | SBS \$16.00  
ERD \$1.00 | SB2 \$0.00 | REC \$25.00  
ADD \$0.00

Ttl Pd \$62.00 Rcpt # 02770066  
CLKBZPK9T2/MD/1-17

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED**

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE COUNTY OF PLACER**

**AND**

**PLACER 400 INVESTORS, LLC**

**RELATIVE TO PROPERTY 1A OF THE**

**PLACER VINEYARDS SPECIFIC PLAN**

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DEVELOPMENT  
AGREEMENT BY AND BETWEEN THE COUNTY OF PLACER AND PLACER 400  
INVESTORS, LLC, RELATIVE TO PROPERTY 1A OF THE PLACER VINEYARDS SPECIFIC  
PLAN**

This First Amendment to the Second Amended and Restated Development Agreement (“First Amendment”) is entered into this 26th day of February, 2019, by and between the County of Placer, a political subdivision of the State of California (“County”) and Placer 400 Investors, LLC, a California limited liability company (“Landowner”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

- A. Second ARDA. County and Landowner entered into that certain Second Amended and Restated Development Agreement Relative to Property 1A of the Placer Vineyards Specific Plan (“Second ARDA”), which was approved by the Board of Supervisors of the County (“Board”) on January 6, 2015, and recorded on February 6, 2015, in the Official Records of County as Document No. 2015-0008350-000. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Second ARDA.
- B. Purpose of Amendment. County and Landowner intend for this First Amendment to vest additional land use entitlements for the Property approved by the Board subsequent to recordation of the Second ARDA and reaffirm Landowner’s agreement to abide by the provisions of the Second ARDA.
- C. Property. This First Amendment affects Property 1A of the Placer Vineyards Specific Plan (“Specific Plan”) and shall run with the land described in Exhibit “A” (“Property”) and depicted on Exhibit “B” attached hereto.
- D. Environmental Review. On February 26, 2019, the Board, in Resolution No. 2019-038 adopted an Addendum to the EIR in accordance with CEQA, in connection with its approval of this First Amendment.
- E. Consistency with General Plan. The Board has found and determined that this First Amendment is consistent with the General Plan, as amended, the Dry Creek – West Placer Community Plan, as amended and the Specific Plan.
- F. Authorization. This First Amendment is authorized by Section 1.4 of the Second ARDA.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS**

- 1. Amendment of Second ARDA. The definition of “Entitlements” in Recital H is revised and Exhibit 2.2 is deleted and replaced as follows:

- A. **Recital H - Entitlements**. The term “Entitlements” set forth in Recital H of the Second ARDA is hereby revised to include the Specific Plan, as amended and adopted by Resolution No. 2019-039, the small lot vesting tentative subdivision map, including all conditions of approval related thereto, as adopted, and this First Amendment, as adopted by Ordinance No. 5941-B. In consideration, thereof, Landowner hereby reaffirms its agreement to abide by the provisions of the Second ARDA, as modified hereby, and the conditions of approval imposed in connection with the approved small lot tentative subdivision map.
- B. **Revised Exhibit 2.2**. Exhibit 2.2 to the Second ARDA is deleted and replaced with Exhibit “C” attached hereto.
2. **Amendment Limited to Property**. This First Amendment is limited to and applies only to development of the Property and does not affect or apply in any manner with respect to the development of any other property within the Plan Area.
3. **Effect of Amendment**. This First Amendment amends, but does not replace or supersede, the Second ARDA, except as specified herein. As amended hereby with respect to the Property, the Second ARDA remains in full force and effect.
4. **Satisfaction of Park Obligations**. In order to comply with the General Plan active parkland standard of 5 acres per 1,000 residents, the Specific Plan provides for the development of 139 acres of creditable active parkland (including 11 acres of creditable active parkland on the Property), payment of the Dedication In Lieu Fee, and a park maintenance facility. Because the 2015 Specific Plan amendment calculated the amount of required active parkland acreage based upon the entire Specific Plan residential population (excluding the Special Planning Area) rather than property by property, the Second ARDA requires the Development Group to administer the Land Equalization Fee Program, unless and until County elects, in its sole discretion, to assume administration thereof, in order to equalize the land dedication obligations between the Participating Developers and other Plan Area properties as described in Section 2.5.7 and Exhibit 2.5.7.3 thereof.

As set forth in the “Summary of Public Land Dedication Equalization Program” (Second ARDA Exhibit 2.5.7.3), the Land Equalization Fee Program anticipates adjustments to the fair share allocations “...if and when the amount or location of Public Land Dedications and/or the amount or location of land uses within the Participating Properties upon which these allocations are based are changed during the planning and development of the Project.” County hereby acknowledges that subsequent to this First Amendment and based on Landowner’s additional commitments below, the Land Equalization Fee Program should be updated to account for the Property’s total land dedication in comparison to the obligations of the Participating Developers and other Plan Area properties. County agrees to support said update. Developer acknowledges at the time of this First Amendment, the Land Equalization Fee Program is administered

by the Development Group. In the event the Land Equalization Fee Program is not updated, as provided herein, County may assume administration thereof pursuant to Section 2.5.7 of the Second ARDA. In consideration of County's commitments in this Section, Landowner agrees as follows:

- A. Additional Private Active Parkland. Landowner shall construct an additional 1.3 acres of private active parkland amenities within the Property to serve the Project, for which Landowner shall receive credit for an additional 0.65 acres of active parkland.
  
- B. Additional Class I Trail Connection. Prior to issuance of the 412<sup>th</sup> building permit within the Project, Landowner shall construct a Class I trail connection on County-owned property between the existing Class 1 trail in the Doyle Ranch subdivision and the proposed Class 1 trail on the southwest corner of the Property as depicted on Exhibit "D" attached hereto, for which Landowner shall receive credit for an additional 0.10 acres of active parkland. County shall provide a right of entry to Landowner to construct the additional Class I trail connection across the County-owned property.
  
- C. Additional Active Public Parkland. Landowner shall provide an additional 2.43 acres of active public parkland through any of the following options or combinations thereof.
  - i. The PVSP Fee Program is defined in Section 2.5.6 of the Second ARDA and has not yet been formed. Landowner may seek to include the equivalent of 2.43 acres of active parkland credit within the PVSP Fee Program. If Landowner so chooses, Landowner shall prior to adoption of the PVSP Fee Program provide the County a letter from the Participating Developers pursuant to the provisions of Section 1.4.1 of the Second ARDA consenting to the inclusion of the equivalent of 2.43 acres of active parkland credit into the PVSP Fee Program.
  
  - ii. Alternatively, if Landowner wishes to move forward prior to adoption of the PVSP Fee Program, then prior to issuance of the 900<sup>th</sup> building permit within the Project, Landowner shall provide an additional 2.43 acres of active parkland through any of the following options or combinations thereof:
    - 1. Construct an additional 2.43 acres of active public parkland amenities within the Project.
  
    - 2. Pay to County an in-lieu fee equivalent to the value of 2.43 acres of developed active public parkland in the amount of

\$887,314.00. Said fee shall be adjusted annually by the percentage change in the 20-Cities Construction Cost Index in the Engineering News Record.

3. Subject to County's sole discretion, dedicate in fee, at no cost to County, an additional 2.43-acre park site within the Plan Area equal and pay to County a lump sum of \$529,740.00. Said fee shall be adjusted annually by the percentage change in the 20-Cities Construction Cost Index in the Engineering News Record.

4. As may otherwise be agreed to by County.

Except as expressly provided for by this First Amendment, all dedicated areas and any other property to be conveyed in fee or by easement to County pursuant to this First Amendment shall comply in relevant part with the provisions of Section 3.3.8 of the Second ARDA.

Minor adjustments to acreages and fee amounts contemplated by this Section may be made by written authorization of the Director of Public Works or designee.

5. **Form of Amendment; Execution in Counterparts.** This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.
6. **IN WITNESS WHEREOF**, the County of Placer, a political subdivision of the State of California, has authorized the execution of this Agreement in duplicate by the Chair of the Board and attested to by the Board Clerk under authority of Ordinance No. 5941-B, adopted by the Board of Supervisors on the 26th day of February, 2019.

COUNTY OF PLACER,  
a political subdivision

By: [Signature]  
Chair, Board of Supervisors

PLACER 400 INVESTORS,  
a California limited liability company

By: AKT Investments, Inc.,  
a California corporation  
Its: Manager

By: [Signature]

Name: Chrysanthy Demos  
Title: President and CEO

ATTEST:

By: [Signature]  
Megan Wood Board Clerk

APPROVED AS TO FORM:

By: [Signature]  
County Counsel

APPROVED AS TO  
SUBSTANCE:

By: [Signature]  
Planning Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )

County of Placer )

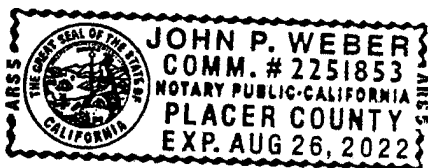
On 3-5-19 before me, John P. Weber, Notary Public,  
Date

personally appeared Kirk Uhler  
Names(s) of Signer(s)

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 John P. Weber  
Signature of Notary Public

Place Notary Seal Above

## ACKNOWLEDGMENT

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

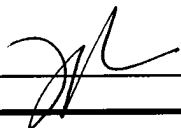
State of California  
County of Sacramento )

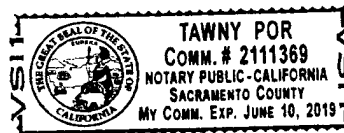
On January 10, 2019 before me, Tawny Por, Notary Public  
(insert name and title of the officer)

personally appeared Chrysanthy Demos,  
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**  
**Description of Property**

## Exhibit "A" Legal Description

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, DESCRIBED AS FOLLOWS:

### PARCEL ONE:

ALL THAT REAL PROPERTY BEING THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN LAND PATENT FROM THE STATE OF CALIFORNIA TO JOHN B. HICKEN, RECORDED IN BOOK E OF PATENTS, PAGE 265, PLACER COUNTY.

EXCEPTING THEREFROM THOSE STRIPS OF LAND DESCRIBED IN BOOK "NN" OF DEEDS AT PAGE 255, AND BOOK 191 AT PAGE 328, OFFICIAL RECORDS PLACER COUNTY.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 14, 2006 AS INSTRUMENT NO. 2006-0098445, OFFICIAL RECORDS OF PLACER COUNTY.

APN: 023-221-058

### PARCEL TWO:

ALL THAT REAL PROPERTY BEING THE SOUTHWEST QUARTER OF SECTION 6, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE FROM THE TRUE POINT OF BEGINNING, NORTH 00 DEGREES 50 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2,661.83 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89 DEGREES 33 MINUTES 13 SECONDS EAST, A DISTANCE OF 2,528.33 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 00 SECONDS EAST, A DISTANCE OF 2,546.36 FEET; THENCE SOUTH 28 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 69.20 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 54 SECONDS EAST, A DISTANCE OF 49.02 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 57 SECONDS WEST, A DISTANCE OF 367.27 FEET; THENCE SOUTH 29 DEGREES 20 MINUTES 12 SECONDS WEST, A DISTANCE OF 400.87 FEET; THENCE SOUTH 13 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 118.81 FEET; THENCE NORTH 78 DEGREES 54 MINUTES 51 SECONDS WEST, A DISTANCE OF 170.35 FEET; THENCE SOUTH 57 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 233.54 FEET; THENCE SOUTH 83 DEGREES 32 MINUTES 54 SECONDS WEST, A DISTANCE OF 260.36 FEET; THENCE NORTH 32 DEGREES 48 MINUTES 43 SECONDS WEST, A DISTANCE OF 170.52 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES 39 SECONDS WEST, A DISTANCE OF 76.95 FEET; THENCE SOUTH 51 DEGREES 09 MINUTES 56 SECONDS WEST, A DISTANCE OF 160.84 FEET; THENCE SOUTH 16 DEGREES 53 MINUTES 36 SECONDS EAST, A DISTANCE OF 72.75 FEET; THENCE SOUTH 52 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 115.15 FEET; THENCE NORTH 82 DEGREES 55 MINUTES 28 SECONDS WEST, A DISTANCE OF 179.79 FEET; THENCE SOUTH 49 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 261.14 FEET; THENCE SOUTH 05 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 92.50 FEET; THENCE SOUTH 35 DEGREES 16 MINUTES 22 SECONDS WEST, A DISTANCE OF 145.48 FEET; THENCE SOUTH 49 DEGREES 55 MINUTES 39 SECONDS WEST, A DISTANCE OF 677.60 FEET TO A POINT ON THE WEST LINE OF

SAID SECTION 7; THENCE NORTH 01 DEGREES 00 MINUTES 09 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1,466.46 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE STRIPS OF LAND DESCRIBED IN BOOK "NN" OF DEEDS AT PAGE 255, AND BOOK 191 AT PAGE 328 OF OFFICIAL RECORDS, PLACER COUNTY RECORDS,

APN: 023-221-002 AND 057

PARCEL THREE:

ALL THAT REAL PROPERTY BEING THE SOUTHEAST QUARTER AND FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 10 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN AS DESCRIBED IN THAT CERTAIN LAND PATENT FROM THE UNITED STATES TO JOHN B. HICKEN, RECORDED IN BOOK C OF PATENTS, PAGE 475, PLACER COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 14, 2006 AS DOCUMENT NO. 2006-0098446, PLACER COUNTY OFFICIAL RECORDS.




APN: 023-200-005

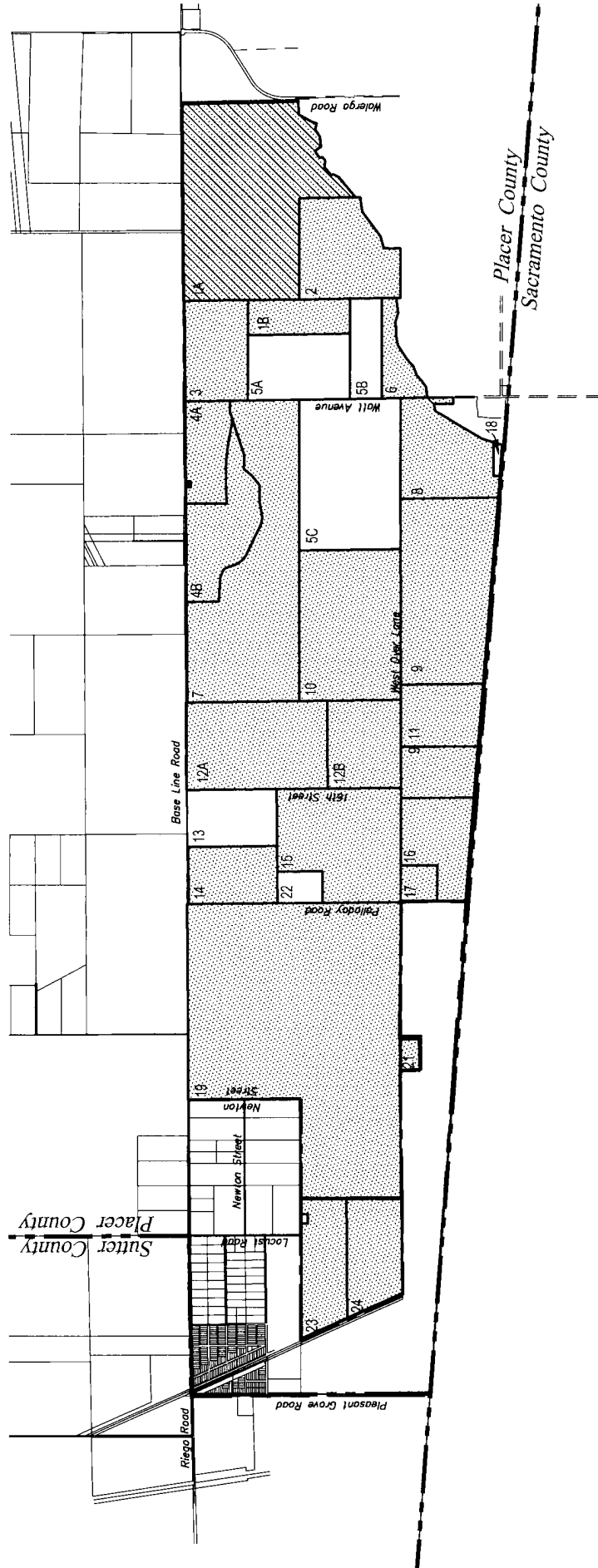
**EXHIBIT B**  
**Depiction of Property**

**EXHIBIT B**  
**PROPERTY MAP**  
**PLACER VINEYARDS SPECIFIC PLAN**

Placer County, California  
 January, 2019

**LEGEND:**

-  Development Agreement Participants
-  SPA Boundary
-  Subject Property



**MACKAY & SONS**  
 CIVIL ENGINEERS, INC.  
 CIVIL ENGINEERING-LAND PLANNING-LAND SURVEYING  
 ROSENILLE, CALIFORNIA



**PROPERTY 1A**

I-09-2019 10/24/19 a.jones P:\18155\Overall\Admin\Misc\Development Agreement Exhibits\Property Maps Exhibit A-2\PL-01A\_EA-A.dwg  
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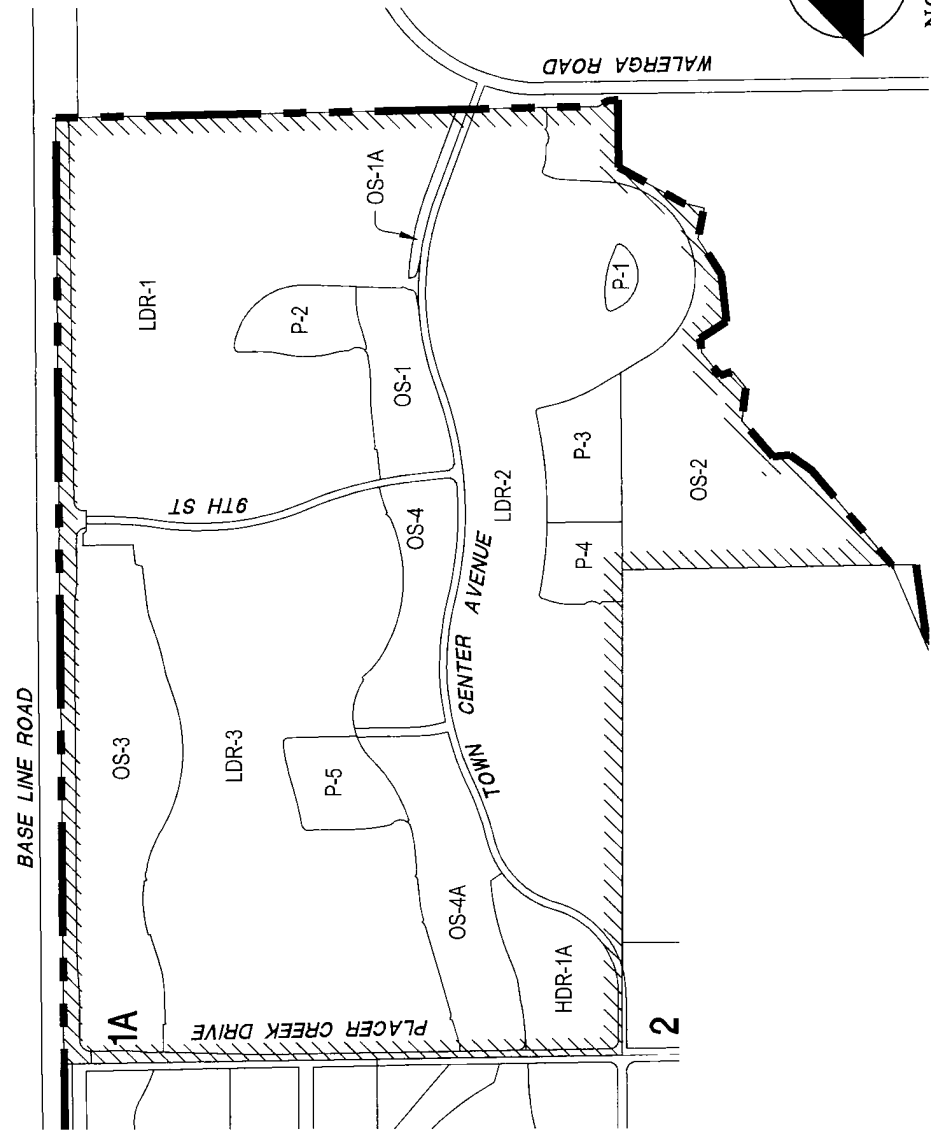
**EXHIBIT C**  
**Plan Area Land Uses/Zoning**

**EXHIBIT C**  
**PROPERTY SPECIFIC LAND USE PLAN**  
**PROPERTY 1A**  
**PLACER VINEYARDS SPECIFIC PLAN**

January, 2019

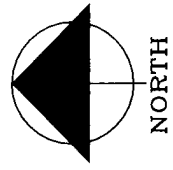
| LAND USE BY PARCEL TABLE |                            |         |       |
|--------------------------|----------------------------|---------|-------|
| PARCEL                   | LAND USE                   | ACREAGE | UNITS |
| LDR-1                    | LOW DENSITY RESIDENTIAL *  | 82.6    | 386   |
| LDR-2                    | LOW DENSITY RESIDENTIAL *  | 80.4    | 360   |
| LDR-3                    | LOW DENSITY RESIDENTIAL *  | 84.1    | 371   |
| HDR-1A                   | HIGH DENSITY RESIDENTIAL * | 9.8     | 188   |
| OS-1                     | OPEN SPACE                 | 8.1     |       |
| OS-1A                    | OPEN SPACE                 | 1.2     |       |
| OS-2                     | OPEN SPACE                 | 32.5    |       |
| OS-3                     | OPEN SPACE                 | 26.0    |       |
| OS-4                     | OPEN SPACE                 | 10.3    |       |
| OS-4A                    | OPEN SPACE                 | 15.6    |       |
| P-1                      | PARK                       | 1.1     |       |
| P-2                      | PARK                       | 5.1     |       |
| P-3                      | PARK                       | 6.9     |       |
| P-4                      | PARK                       | 4.3     |       |
| P-5                      | PARK                       | 5.9     |       |
| TOTAL                    | MAJOR ROADS                | 25.9    |       |
|                          |                            | 399.7   | 1285  |

\* AGE RESTRICTED



**LEGEND**

- LDR-2      PARCEL ID
- OWNERSHIP BOUNDARY
- 5              PROPERTY ID NO.
- //////        SUBJECT PROPERTY BOUNDARY



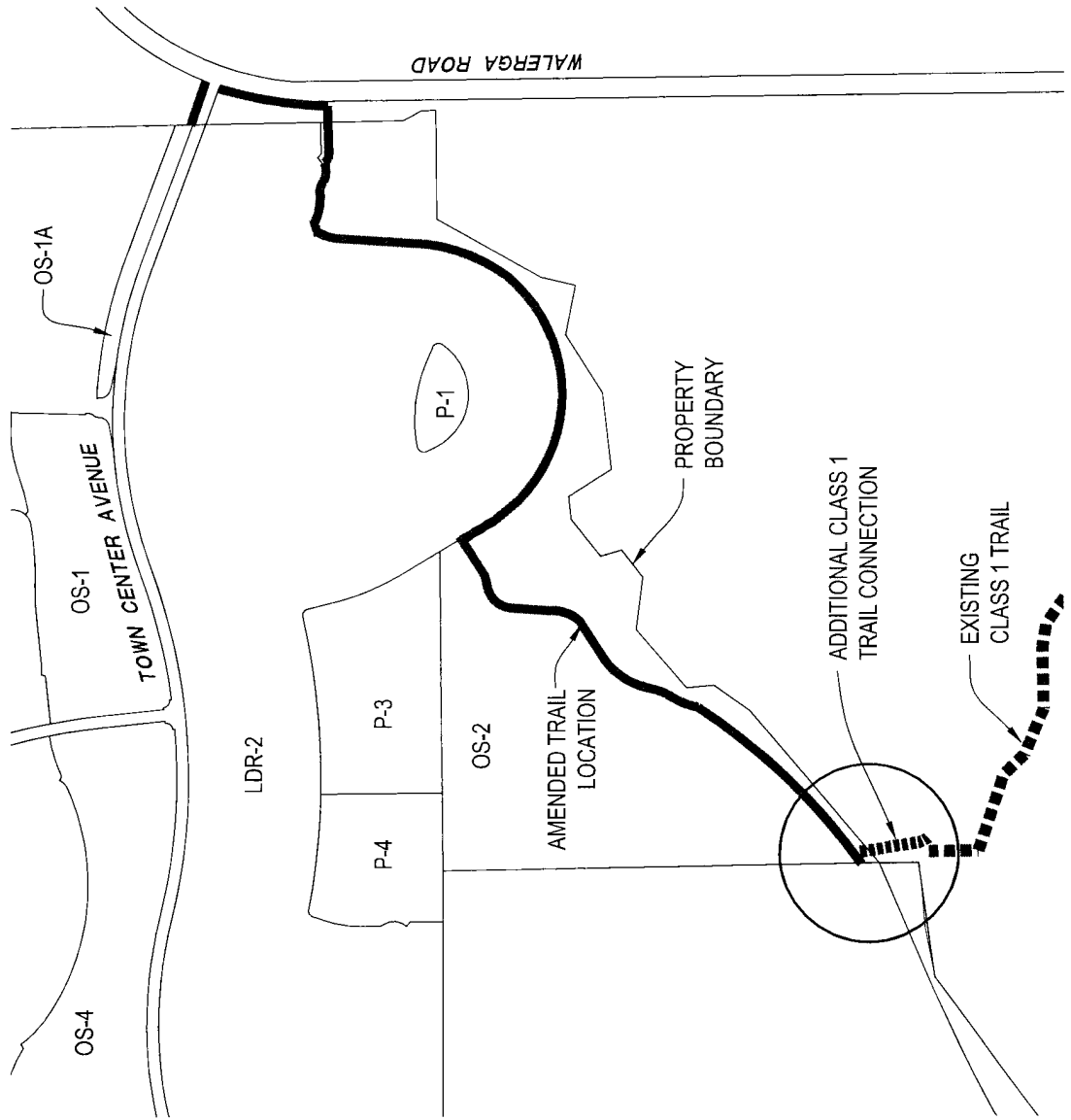
**EXHIBIT D**

**Depiction of Class I Trail Connection**



**EXHIBIT D**  
**ADDITIONAL CLASS 1 TRAIL CONNECTION**  
**PROPERTY 1A**  
**PLACER VINEYARDS SPECIFIC PLAN**

January, 2019



**LEGEND**

- LDR-2    PARCEL ID
- CLASS 1 TRAIL
- ||||||| ADDITIONAL TRAIL CONNECTION
- ..... EXISTING CLASS 1 TRAIL

1-09-2019 10:05:37 ajones  
 There are no xreferences in this drawing.  
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