

**Before the Board of Supervisors
County of Placer, State of California**

**In the matter of: AN ORDINANCE ADOPTING
DEVELOPMENT AGREEMENTS FOR CERTAIN
PROPERTIES WITHIN THE
PLACER VINEYARDS SPECIFIC PLAN**

Ord. No. _____

**The following ordinance was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held on July 16, 2007,
by the following vote:**

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Signed and approved by me after its passage.

Attest:

Board of Supervisors

**Ann Holman
Clerk of said Board**

Bruce Kranz, Chair

**THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER HEREBY FINDS
THE FOLLOWING RECITALS ARE TRUE AND CORRECT:**

1. On January 25, 2007, the Placer County Planning Commission ("Planning Commission") held public hearings pursuant to Section 17.58.240(A) of the Placer County Code to consider, among other land use approvals related to the Placer Vineyards Specific Plan ("Specific Plan"), twenty-one (21) separate development agreements (individually a "Development Agreement", collectively the "Development Agreements") by and between the County of Placer ("County") and certain landowners owning property within the boundaries of the Specific Plan, and the Planning Commission has made written recommendations to the Board.
2. On July 16, 2007, the Board held a noticed public hearing pursuant to Section 17.58.240(B) of the Placer County Code to consider the recommendations of the Planning Commission, and to receive public input regarding the approval of the Development Agreements and this ordinance.
3. Having considered the recommendations of the Planning Commission, having reviewed each of the Development Agreements and the Placer Vineyards Specific Plan and related entitlements, having received and considered the written and oral comments submitted by the public thereon, and having adopted Resolution No. _____ certifying the Placer Vineyards Specific Plan Final

Environmental Impact Report, pursuant to Section 17.58.240(C) of the Placer County Code the Board finds for each Development Agreement:

- a. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Placer County General Plan;
 - b. The Development Agreement is compatible with the uses authorized in, and the regulations proscribed for, the land use district in which the real property subject to the particular Development Agreement is located;
 - c. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
 - d. The Development Agreement will not be detrimental to the health, safety and general welfare of persons residing in Placer County;
 - e. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values.
4. Notice of all hearings required by Section 17.58.240 of the Placer County Code and Section 65867 of the Government Code have been given and all hearings have been held as required by statute and ordinance to adopt this ordinance and approve each of the Development Agreements.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER:

Section 1: The Development Agreement by and between the County of Placer and Carmen Doyle, Co-Trustee and Wells Fargo Bank, N.A., Co-Trustee of the Robert and Carmen Doyle Revocable Trust, dated January 13, 1997; Laveda R. Doyle, Successor Trustee of the Thomas E. Doyle Family Revocable Trust dated December 23, 1980; William J. Doyle III; William John Doyle and Joy Louise Doyle, Co-Trustees of the Doyle Living Trust dated February 25, 1996; Patricia Ann Harris; Katherine R. Srednik and Thomas E. Srednik, as Trustees of the Srednik Family Trust dated August 21, 1989; James M. Doyle and Patricia A. Doyle, Trustees of the Doyle Family Trust, established November 20, 1997; R&B Land Investments, LLC, a California limited liability company; Frank G. Stathos; and Stan L. Enhisz; Ernest R. Enhisz, Jr.; Craig T. Enhisz, as Trustee of the Craig T. Enhisz Revocable Trust, dated October 22, 1990; and Ernest R. Enhisz, Sr., and Naomi Enhisz, as Co-Trustees of the Ernest Enhisz Revocable Trust, dated February 9, 1983, a true and correct copy of which is attached hereto as Exhibit 1 and incorporated herein by reference, is hereby approved.

Section 2: The Development Agreement by and between the County of Placer and Hodel Family Enterprises, LP, a California limited partnership, a true and correct copy of which is attached hereto as Exhibit 2 and incorporated herein by reference, is hereby approved.

Section 3: The Development Agreement by and between the County of Placer and John L. Mourier III, as Trustee of the Mourier Family Revocable Lifetime Trust, UTA dated April 13, 1989, a true and correct copy of which is attached hereto as Exhibit 3 and incorporated herein by reference, is hereby approved.

Section 4: The Development Agreement by and between the County of Placer and Baseline & Watt, a California limited liability company, a true and correct copy of which is attached hereto as Exhibit 4 and incorporated herein by reference, is hereby approved.

Section 5: The Development Agreement by and between the County of Placer and B and W 60, L.P., a California limited partnership, and Placer 536, a California limited partnership, a true and correct copy of which is attached hereto as Exhibit 5 and incorporated herein by reference, is hereby approved.

Section 6: The Development Agreement by and between the County of Placer and Rosina Dana-Yeck, Trustee of the Dana-Yeck Survivor's Trust, dated May 16, 1991; Frances E. Shadwick; Ellen G. O'Looney; and Susan K. Pilarsky; a true and correct copy of which is attached hereto as Exhibit 6 and incorporated herein by reference, is hereby approved.

Section 7: The Development Agreement by and between the County of Placer and Woodside R & B 356, L.P., a California limited partnership, a true and correct copy of which is attached hereto as Exhibit 7 and incorporated herein by reference, is hereby approved.

Section 8: The Development Agreement by and between the County of Placer and Spinelli Investments, L.P., a California limited partnership, and Millspin Investments, L.P., a California limited partnership, a true and correct copy of which is attached hereto as Exhibit 8 and incorporated herein by reference, is hereby approved.

Section 9: The Development Agreement by and between the County of Placer and Placer County Land Investors, LLC, a California limited liability company, a true and correct copy of which is attached hereto as Exhibit 9 and incorporated herein by reference, is hereby approved.

Section 10: The Development Agreement by and between the County of Placer and Dyer Lane Limited Partnership, a California limited partnership, a true and correct copy of which is attached hereto as Exhibit 10 and incorporated herein by reference, is hereby approved.

Section 11: The Development Agreement by and between the County of Placer and P.G.G. Properties, a General Partnership, a true and correct copy of which is attached hereto as Exhibit 11 and incorporated herein by reference, is hereby approved.

Section 12: The Development Agreement by and between the County of Placer and IL Centro, LLC, a California limited liability company, a true and correct copy of which is attached hereto as Exhibit 12 and incorporated herein by reference, is hereby approved.

Section 13: The Development Agreement by and between the County of Placer and Danville Land Investments, LLC, a Nevada limited liability company, a true and correct copy of which is attached hereto as Exhibit 13 and incorporated herein by reference, is hereby approved.

Section 14: The Development Agreement by and between the County of Placer and DF Properties, a California corporation, a true and correct copy of which is attached hereto as Exhibit 14 and incorporated herein by reference, is hereby approved.

Section 15: The Development Agreement by and between the County of Placer and Palladay Greens, LLC, a California limited liability company, a true and correct copy of which is attached hereto as Exhibit 15 and incorporated herein by reference, is hereby approved.

Section 16: The Development Agreement by and between the County of Placer and Placer 88 Investments, Inc., an Arizona corporation, a true and correct copy of which is attached hereto as Exhibit 16 and incorporated herein by reference, is hereby approved.

Section 17: The Development Agreement by and between the County of Placer and J. A. Sioukas Family Partners, L.P., a California limited partnership, a true and correct copy of which is attached hereto as Exhibit 17 and incorporated herein by reference, is hereby approved.

Section 18: The Development Agreement by and between the County of Placer and Lennar Winncrest, LLC, a Delaware limited liability company and Baseline A&B Holding, LLC, a California limited liability company, a true and correct copy of which is attached hereto as Exhibit 18 and incorporated herein by reference, is hereby approved.

Section 19: The Development Agreement by and between the County of Placer and John Petros Pandeleon, Nicholas Pandeleon and Contilo K. Pandeleon, a true and correct copy of which is attached hereto as Exhibit 19 and incorporated herein by reference, is hereby approved.

Section 20: The Development Agreement by and between the County of Placer and PMF5C, LLC, a true and correct copy of which is attached hereto as Exhibit 20 and incorporated herein by reference, is hereby approved.

Section 21: The Development Agreement by and between the County of Placer and Nicolas Pandeleon and Contilo K. Pandeleon, as Trustees of the Pandeleon Family Trust dated May 18, 1999; Nick J. Pantis, as Trustee of the Nick J. Pantis Revocable Trust dated July 1, 2003; Nick Galaxidas; Constantino Galaxidas; and Anna Galaxidas, a true and correct copy of which is attached hereto as Exhibit 21 and incorporated herein by reference, is hereby approved.

Section 22: The Chair of the Board of Supervisors is hereby authorized to execute two (2) original copies of each of the Development Agreements on behalf of the County.

Section 23: The Planning Director is directed to record each of the Development Agreements at each landowner's cost within ten (10) days in accordance with Section 17.58.240(D) of the Placer County Code.

Section 24: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage. The Clerk is directed to publish a summary of this ordinance within fifteen (15) days in accordance with Government Code Section 25124.

EXHIBITS 1-21

NOTE: Exhibits 1-21 are the separate development agreements with the 21 individual property owners. Originals that have been executed by each property owner are on file with the Clerk of the Board. Copies will be attached upon approval of this ordinance by the Board and execution of the agreements by the Chair. Attached hereto is a copy of the development agreement containing all of the material terms as executed by each property owner.