

**ORDINANCE NO. 05-2019**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
APPROVING THE THIRD AMENDMENT TO THE STERLING MEADOWS  
DEVELOPMENT AGREEMENT (PLNG19-003) (NO FURTHER CEQA REVIEW  
REQUIRED)**

**WHEREAS**, on May 28, 2008, the City Council approved a Development Agreement (DA) for the Sterling Meadows project, encompassing approximately 200 acres on the north side of Kammerer Road, one-half mile west of the Grant Line Road/SR 99 interchange; and

**WHEREAS**, on May 9, 2018, the City Council approved the First Amendment to the Sterling Meadows DA, providing a 90-day extension of the term to allow staff and the Applicant to negotiate mutually agreeable terms by which a longer-term extension of the DA could be supported; and

**WHEREAS**, on August 18, 2018, the City Council approved the Second Amendment to the Sterling Meadows DA providing an extension of the term to October 9, 2021; requiring the Developer to convey approximately 22.69 acres to the City; extending the date of delivery of the first park to December 31, 2018; modifying the Developer's public improvement obligations, allowing for bonds in lieu of letters of credit; and requiring the annexation of Sterling Meadows Phase 2 into a Community Facilities District for ongoing fire and emergency service needs; and

**WHEREAS**, the Sterling Meadows project is located on real property in the incorporated portions of the City of Elk Grove generally bounded by Kammerer Road on the south, The Lent Ranch Special Planning Area to the east, and the Southeast Policy Area Special Planning Area to the north and west; and

**WHEREAS**, the Third Amendment to the DA qualifies as a project under the California Environmental Quality Act (CEQA), Public Resource code §§ 21000 et seq.; and

**WHEREAS**, the City has reviewed the Third Amendment to the DA and analyzed it based upon the provisions in Section 15162 (Subsequent EIRs and Negative Declarations) of Title 14 of the California Code of Regulations (State CEQA Guidelines); and

**WHEREAS**, State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) states no further environmental review is required under CEQA for projects where no subsequent EIR or Negative Declaration is required because no new significant effects and no new information of substantial importance has been identified by the lead agency (City); and

**WHEREAS**, an Environmental Impact Report (EIR) was certified for the Sterling Meadows Subdivision Project (SCH No. 1999122067), which analyzed the project site for residential development; and

**WHEREAS**, based on staff's review of the Third Amendment to the DA, no special circumstances exist that would create a reasonable possibility that the amendment will have a significant effect on the environment beyond what was previously analyzed and disclosed; and

**WHEREAS**, the Planning Commission held a duly-noticed public hearing on February 7, 2019 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting; and

**WHEREAS**, the Planning Commission voted 5-0 to recommend that the City Council approve the request to amend the Sterling Meadows Development Agreement; and

**WHEREAS**, the City Council held a duly-noticed public hearing on February 27, 2019, as required by law to consider all of the information presented by staff, property owners, and public testimony presented at the meeting.

**NOW, THEREFORE**, the City Council of the City of Elk Grove does hereby ordain as follows:

**Section 1: Purpose**

The purpose of this Ordinance is to approve the Third Amendment to the Sterling Meadows DA, attached hereto as Exhibit A.

**Section 2: Findings**

This Ordinance is adopted based upon the following findings:

**California Environmental Quality Act (CEQA)**

**Finding:** No further environmental review is required under the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations).

**Evidence:** The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Third Amendment to the DA is a project under CEQA.

State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) provides that when an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that there are new significant environmental effects due to a change in the project or circumstances, or there is new information of substantial importance as identified in CEQA Guidelines Section 15162(a)(3). On May 28, 2008, the City Council certified an Environmental Impact Report (EIR)

and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the Sterling Meadows Project (EG-01-130) (SCH No. 1999122067). Potential environmental impacts of the Sterling Meadows residential subdivision project were analyzed as part of the EIR. The proposed Third Amendment to the DA modifies the completion date and financial obligations related to parks and also modifies the grading requirements and grading completion date for approximately 22.69 acres to be conveyed to the City. Although a portion of the subject site will be dedicated to the City, there is no development proposal for the property at this time and its underlying zoning designation will remain unchanged. The Third Amendment to the DA will not result in any new impacts; therefore, no further environmental review is required pursuant to CEQA Section 15162.

### **Development Agreement Amendment**

Finding: The Development Agreement is consistent with the General Plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

Evidence: The Second DA Amendment, including the approximate 22.69-acre dedication of land to the City, was found to provide the City with an opportunity to pursue land use and economic development objectives such as the improvement of its jobs/housing ratio and the efficient utilization of underutilized areas to support the development and expansion of targeted industrial and commercial facilities. The Third Amendment to the DA continues to support these objectives and does not modify any of the land uses approved to date.

Finding: The development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

Evidence: The Third Amendment to the DA is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole in that the Third Amendment will not modify the underlying land uses as approved with the Sterling Meadows Subdivision.

Finding: The development agreement will promote the orderly development of property or the preservation of property values.

Evidence: The Third Amendment to the DA will promote the orderly development of property or the preservation of property values in that the DA amendments will not modify the underlying land uses as approved with the Sterling Meadows Subdivision. Though the Third Amendment affects the completion timing on such items as the first park and the property to be conveyed to the City, the completion of such Project components continue to be part of the development.

### Section 3: Action

The City Council hereby approves the Third Amendment to the DA as shown in Exhibit A, incorporated herein by this reference.

### Section 4: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

### Section 5: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

### Section 6: Savings Clause

The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

### Section 7: Effective Date and Publication

This ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

**ORDINANCE:** 05-2019  
**INTRODUCED:** February 27, 2019  
**ADOPTED:** March 13, 2019  
**EFFECTIVE:** April 12, 2019




\_\_\_\_\_  
STEVE LY, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JONATHAN P. HOBBS,  
CITY ATTORNEY

Date signed: March 18, 2019

EXHIBIT A

THIRD AMENDMENT TO STERLING MEADOWS DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ELK GROVE, THE COSUMNES COMMUNITY  
SERVICES DISTRICT, AND VTL STERLING MEADOWS, LLC  
Relating to the Development  
of the Property Commonly Known as Sterling Meadows

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Third Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF ELK GROVE, a municipal corporation (herein the "City"), THE COSUMNES COMMUNITY SERVICES DISTRICT ("CCSD") and VTL STERLING MEADOWS LLC, a Delaware limited liability company and its affiliates ("Developer"). This Amendment is made pursuant to the authority of Section 65864 *et seq.* of the Government Code of the State of California. This Amendment refers to the City, CCSD, and the Developer collectively as the "Parties" and singularly as the "Party."

**RECITALS**

- A. Developer owns in fee title or has a legal or equitable interest in a portion of that certain real property as shown on the recorded subdivision maps entitled "Subdivision No. 01-130-01 Sterling Meadows Large Lot Phase 1" and "Subdivision No. 01-130-01 Sterling Meadows Large Lot Phase 2" attached to the Second Amendment as Exhibit A (herein the "Property"), which is the site of the development project commonly known as Sterling Meadows excluding therefrom Lots 6 and 8 of "Subdivision No. 01-130-01 Sterling Meadows Large Lot Map Phase 2" and the property further described in Section 6.11 of this Third Amendment (the "Project");
- B. On June 11, 2008, the City adopted Ordinance 18-2008, approving a Development Agreement (the "Development Agreement") between the City, CCSD and Developer for the Property. The Development Agreement was recorded in the Official Records of Sacramento County on June 19, 2008 at Book 20080619, Page 0838;
- C. On May 23, 2018, the City adopted Ordinance No 11-2018, approving a First Amendment to Development Agreement (the "First Amendment") between the City, CCSD and Developer for the Property extending the term of the Development Agreement

to October 9, 2018, as between the parties to the First Amendment. The First Amendment was recorded in the Official Records of Sacramento County on June 26, 2018, at Book 20180626, Page 706.

- D. On August 8, 2018, the City adopted Ordinance No 16-2018, approving a Second Amendment to Development Agreement (the "Second Amendment") between the City, CCSD and Developer providing for, among other things, an extension of three (3) years of the Development Agreement and a transfer of a portion of the Property (the "Southern Property") in fee title to the City. The Second Amendment was recorded in the Official Records of Sacramento County on September 24, 2018, at Book 201809240824, Page 84.
- E. The Parties desire to further amend the Development Agreement to provide for, among other things, an extension of time for Developer to rough grade the Southern Property, and to clarify Developer's ability to received Community Facilities Reimbursement for parks, all subject to the terms and conditions of this Third Amendment;
- F. This Third Amendment is entered into pursuant to Government Code sections 65868 and 65867.5, which require that this Amendment be approved by City ordinance.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

### **THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

**Section 1. Effective Date of Third Amendment.** This Third Amendment shall become effective upon the satisfaction of the following: (1) the City's ordinance approving this Third Amendment has become effective; (2) the CCSD's approval of this Third Amendment has become effective; and (3) this Third Amendment has been signed by all parties (the "Amendment Effective Date").

**Section 2. Recordation of Third Amendment.** The City Clerk shall cause a copy of this Third Amendment to be recorded against title to that portion of the Property owned by Developer within ten (10) days of the Third Amendment Effective Date.

**Section 3. Meaning of Terms.** All terms set forth in this Third Amendment with an initial capitalized letter which are not otherwise defined herein shall have the meaning ascribed to them in the Development Agreement, First Amendment, or Second Amendment.

**Section 4. Amendments to Agreement Provisions.**

Paragraph 3 of Exhibit D of the Development Agreement is replaced in full to read as follows:

Developer shall initially at its own cost pay for all park improvements. Developer may request reimbursement for on-site park improvements under the Community Facilities District No. 2005-1 (Laguna Ridge) (CFD) and may be reimbursed solely from CFD funds for on-site park improvements that meet all reimbursement criteria under the CFD. However, Developer shall not be reimbursed from the CFD for the parkland dedicated. Developer may only receive Quimby Credits for the dedication of approximately 18.51 acres of park. Until such time as the City accepts parkland from Developer, Developer shall pay all taxes (including CFD taxes), fees (including park or maintenance fees), and assessments related to the parkland.

Section 6.3.3 of the Second Amendment is amended to read as follows:

**6.3.3 Park and Recreation Improvements.** Developer's park and recreation improvement obligations are set forth in Exhibit D of the original Development Agreement. Notwithstanding any provision in Exhibit D of the Original Development Agreement or any other provisions of the Development Agreement or as revised in this Third Amendment, Developer shall complete the improvements to the 13.7-acre park site (Lot 12, or "First Park") no later than June 30, 2019. This Third Amendment shall also amend the Park Completion Date of the Park Improvement Agreement, dated October 25, 2017, from December 31, 2018 to June 30, 2019.



**Section 6.11 of the Second Amendment is replaced in full, as follows:**

**6.11 Conveyance of Property to the City. Developer shall convey to the City in fee title by grant deed the proposed 22.69± acre lot at the southern end of the property ("Southern Property") as described on Exhibit D of the Second Amendment (as the Southern Property). Developer shall bear all costs and expense of creating a legal lot for the Southern Property suitable for conveyance of marketable title to the City. The conveyance of the Southern Property shall be without any further cash payment or other consideration by the City apart from the terms and conditions of this Third Amendment. The Southern Property shall be conveyed free and clear of all liens and encumbrances, all to the complete satisfaction of the City. The conveyance of the Southern Property to the City shall occur on or before May 1, 2019. Time is of the essence as to the conveyance of the Southern Property. The failure to convey the Property to the City by May 1, 2019, in the manner and condition specified herein, shall be a material breach of this Third Amendment by the Developer. In addition to any other remedy available to the City in law or equity for such breach, including, without limitation, specific performance, equitable, injunctive, and/or declaratory relief, should the Southern Property not be conveyed to the City by May 1, 2019, in the manner and condition specified herein, then Developer and any and all successors in interest shall receive no further building permits from the City for the entirety of the Property. The City shall reserve any further rights it may have for Developer's breach and failure to transfer the Southern Property as set forth herein.**

**The Southern Property shall be rough graded no later than October 1, 2019, in substantial conformance with Exhibit A, attached hereto and incorporated herein, and to the satisfaction of the Development Services Director (Director). Developer shall deposit cash as security before May 1, 2019, to cover the cost to rough grade the Southern Property based on an engineer's estimate reviewed and approved by the Director. Developer shall complete rough grading work in conformance with public works public bidding requirements, and Developer shall pay prevailing wages for such**

work, as required by California law. The rough grading work shall be included in the grading improvement plans submitted for Phase 2 South, Phase 2B or Phase 2C of the Project. Developer may enter the property for rough grading purposes but remains liable for any damage to the Southern Property or to any person as laid out in Section 12 of the Development Agreement and shall continue to indemnify, defend and hold harmless the City even after the termination of the Agreements. Should the Director determine that the rough grading is needed sooner because the City has identified present development potential to the Southern Property prior to October 1, 2019 completion by the Developer, the Director will contact Developer to meet and confer on City's needs related to timing and delivery of rough grading. At that meeting, City and Developer shall work in good faith to determine if it would be most advantageous to City and Developer to have Developer rough grade prior to the October 1, 2019 deadline. If Developer is unable or unwilling to deliver the City may then rough grade pursuant to the terms laid out herein. The City may rough grade in substantial conformance with Exhibit A. The City shall award the contract to the lowest responsible bidder submitting the lowest responsive bid consistent with State law. Should the City receive bids in excess of twenty percent of the City's Engineer's estimate at the time of bid release City staff will meet with Developer to discuss potential recommendation to Council and opportunity for Developer to deliver the rough grading in a more cost effective manner. If the City delivers rough grading, it shall be immediately entitled to the cash deposit held by the City for rough grading. Developer shall reimburse the City for the City's actual cost to rough grade the Southern Property that is above the amount on deposit for security of the completion of the rough grading work. Developer shall have forty-five (45) calendar days from City's claim for reimbursement to provide reimbursement in full. Failure to reimburse the City for the cost differential between the amount deposited as security and the City's actual cost in the time specified above will result in the City having the right to make a claim for these improvements under the security issued for Phase 2B or 2C where such bonds are available to be claimed by the City. In the case of the bonds not being available for claim by the City or if they are insufficient the City shall be entitled to

hold back some of the existing Laguna Ridge Community Facilities District bond proceeds that are equal to the cost differential between the amount of the rough grading security deposited and the actual cost of rough grading to reimburse the City. The hold back of bond proceeds will be deducted from the Laguna Ridge Guiding Principals 67% allocation for developer delivered eligible facilities or payment of impact fees. The hold back may be from any CFD Bonds that generated proceeds from Sterling Meadows. The remaining 67% bond allocation after that payment is available for developer reimbursement of other eligible facilities or impact fees. Should it be determined that the cash security is more than the actual cost to the City to rough grade, the City will provide a refund to Developer as soon as reasonably possible.

In conjunction with the development of adjacent Phases 2B and 2C (see Exhibit C of the Second Amendment) but in no event no later than October 9, 2022, Developer shall also install fully operational utility service stubs (i.e. drainage, sewer, water, dry utilities and similar) to the satisfaction of the Development Services Director and applicable agencies, consistent with the final plans that will be approved by the City and prepared by MacKay and Soms (the "Final City Approved M&S Plans") and in substantial conformance with Exhibit F of the Second Amendment (schematically depicting utility location and sizing for storm drain, sanitation, and water) within the future Classical Drive right-of-way along the northern boundary of the Southern Property (Note, while not shown in Exhibit F of the Second Amendment, Developer shall also include joint trench and dry utilities, including electrical, natural gas, and telecommunication, along the Southern Property's frontage along Classical Drive.). Developer may enter the property for such installation purposes but remains liable for any damage to the Southern Property or to any person as laid out in Section 12 of the Development Agreement and shall continue to indemnify, defend and hold harmless the City even after the termination of the Agreement. Should the Development Services Director determine that utility services are needed because the City has identified present development potential to the Southern Property prior to their anticipated completion by the Developer, the Director will contact Developer to meet and confer on

City's needs related to timing and delivery of utility services. At that meeting City and Developer shall work in good faith to determine if it would be most advantageous to City and Developer to have Developer to deliver utilities. If Developer is unable or unwilling to deliver the City may then construct pursuant to the terms laid out herein. The City will construct and install necessary utility improvements to deliver utility service in the manner and as generally specified in the M&S Plans, with such improvements substantially conforming to Exhibit F of the Second Amendment. Developer shall work with the City to have the Final City Approved M&S Plans transferred to the City and City shall work to manage the total cost of the delivery of utility services. The City shall award the contract to the lowest responsible bidder submitting the lowest responsive bid consistent with State law. Should the City receive bids in excess of twenty percent of the City's Engineer's estimate at the time of bid release City staff will meet with Developer to discuss potential recommendation to Council and opportunity for Developer to deliver the improvements in a more cost effective manner. If the City delivers utility services, Developer shall reimburse the City for the City's actual cost to bring utilities to the Southern Property substantially conforming with the Final City Approved M&S plans prior to approval of any final map not already approved in Phase 2. Developer shall have forty-five (45) calendar days from City's claim for reimbursement to provide reimbursement in full. Failure to reimburse the City in the time specified above will result in the City having the right to make a claim for these improvements under the security issued for Phase 2B or 2C where such bonds are available to be claimed by the City. In the case of the bonds not being available for claim by the City or if they are insufficient the City shall be entitled to hold back some of the existing Laguna Ridge Community Facilities District bond proceeds that are equal to the actual cost of utility stubbing to reimburse the City. The hold back of bond proceeds will be deducted from the Laguna Ridge Guiding Principals 67% allocation for developer delivered eligible facilities or payment of impact fees. The hold back may be from any Laguna Ridge Community Facilities District Bonds that generated proceeds generated from Sterling Meadows. The remaining 67% bond allocation after that payment is available for developer reimbursement of other eligible

facilities or impact fees. In preparation of the possibility that the utility work may be performed by the City, Developer shall, within 30 days after the City's written request, grant non-exclusive easements to the City within the Property as needed to install public utilities and access from existing connection points within the Property to the Southern Property. The grant of such easements shall be at no cost to the City. The terms of the first two paragraphs of Section 6.11 shall survive expiration of the Development Agreement, up to and until October 9, 2022, the expiration of the time period by which Developer is required to put in operational utility service stubs as set forth herein.

The Parties recognize that mitigation for loss of Swainson's hawk foraging habitat and agricultural land has previously been completed by Developer prior to conveyance of the Southern Property to the City.

Developer and City recognize that transfer of the Southern Property to the City will require modifications to the previously-approved tentative map(s) (attached to the Second Amendment as Exhibit E, the Phase 2 Alternative Lotting Map to the previously-approved alley-loaded product). The City finds Exhibit E to be in substantial conformance with the previously-approved Tentative Map for the phase of development in question. The City may begin to market the Southern Property upon the Second Amendment Effective Date in order to explore what uses may be viable on the property.

The following two Conditions of Approval attached as part of Exhibit B to the Second Amendment shall be amended as follows:

87.	<del>Prior to dedication to the City,</del> The Southern Property, as described in the Second Amendment to the Development Agreement, shall be graded consistent with the average pad elevations for the	<del>Prior to Transfer of Southern Property</del> <u>As Specified In this Third Amendment</u>	Engineering
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	<p>adjacent Phase 2C lots proposed on the north side of Classical Way to the satisfaction of the Development Services Director. The Applicant shall install fully operational utility service stubs (i.e. drainage, sewer, water and dry utilities) to the satisfaction of the Development Services Director and applicable agencies, within the future Classical Drive right-of-way along the northern boundary of the Southern Property.</p>		
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108.	<p>Pursuant the Development Agreement, the Applicant shall complete the improvements to the 13.7-acre park site (Lot 12, or "First Park") no later than <del>December 31, 2018</del> <u>June 30, 2019</u> and in accordance with the Development Agreement. At completion of construction of the First Park, the Applicant shall make a written request and receive written authorization by the City in concurrence with the CCSD to start the 180-day maintenance period.</p>	Building Permit Phases	CCSD-Parks Building Inspection
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**Section 5. Agreement in Full Force.** Except as specifically modified herein, the Development Agreement, First Amendment, and Second Amendment, remains in full force and effect between the Parties hereto. From and after the Amendment Effective Date, all references in the Third Amendment to the Development Agreement shall be and be deemed to constitute

references to the Development Agreement, First Agreement, and Second Agreement as amended hereby.

**Section 6. Counterparts.** This Third Amendment may be executed counterparts, each which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City, CCSD, and the Developer have executed this Amendment as of the date set forth above.

CITY OF ELK GROVE:

COSUMNES COMMUNITY SERVICES DISTRICT:

By \_\_\_\_\_  
Jason Behrmann, City Manager

By \_\_\_\_\_

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

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

APPROVED AS TO FORM:

ATTEST

  
Jonathan Hobbs, City Attorney

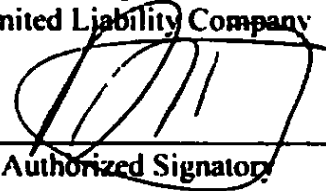
\_\_\_\_\_  
Elenice Gomez, Clerk to the Board

DEVELOPER:

VTL Sterling Meadows, LLC, a Delaware Limited Liability Company

ATTEST

\_\_\_\_\_  
Jason Lindgren, City Clerk

By   
Authorized Signatory

Date: 2.27.19

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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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.

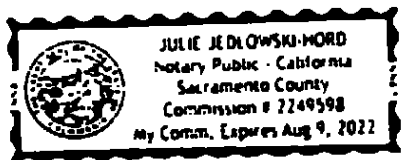
State of California }  
County of Sacramento }

On 2-2-19 before me, Julie Jedlowski-Hord, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Arden Barry  
Name(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.



Place Notary Seal and/or Stamp Above

Signature Julie Jedlowski-Hord  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\*\*\*\*\*



**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 \_\_\_\_\_ }

On \_\_\_\_\_ before me, Julie Jedlowski-Hord, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared \_\_\_\_\_  
*Name(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.

*Place Notary Seal and/or Stamp Above* Signature \_\_\_\_\_  
*Signature of Notary Public*

**OPTIONAL**  
*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

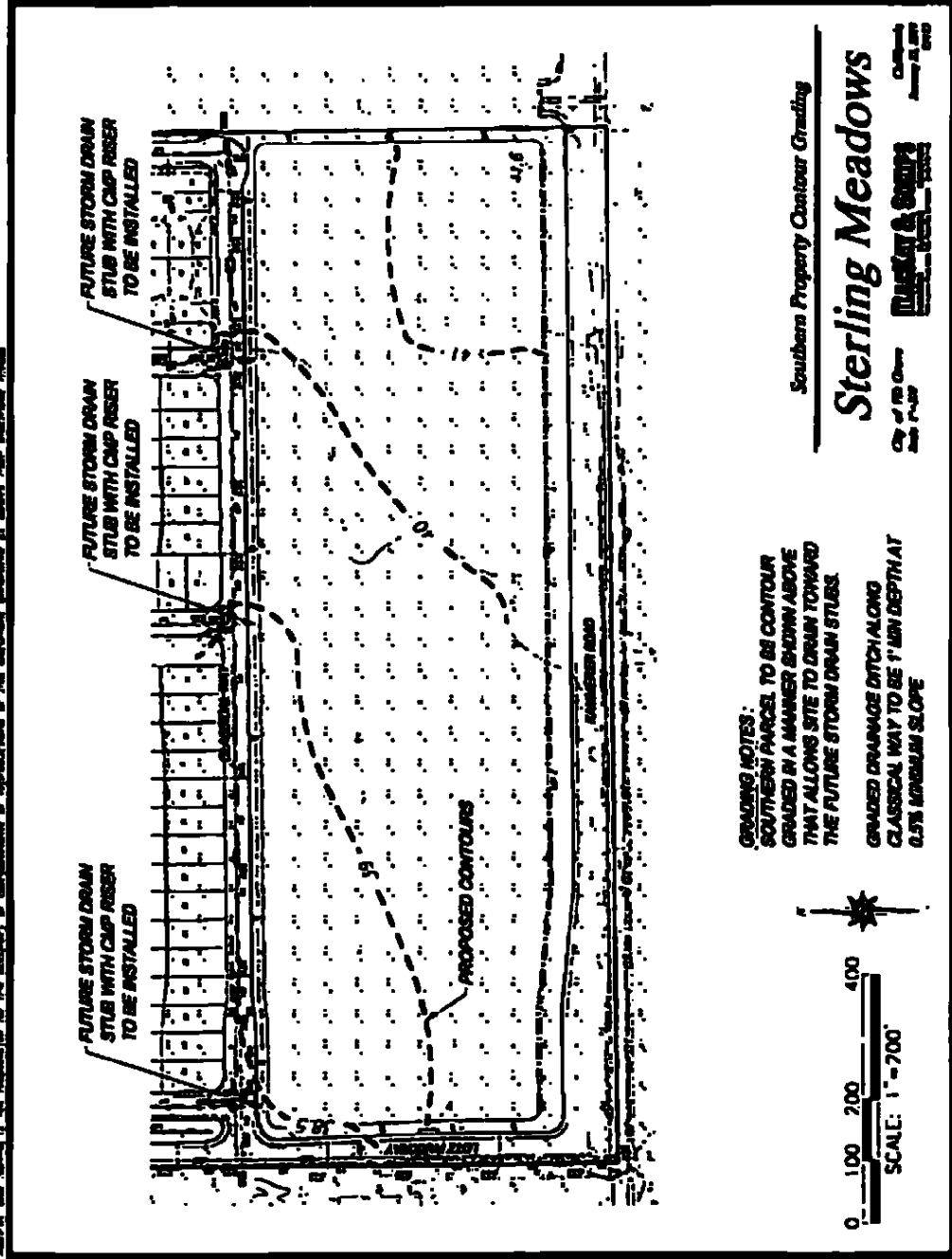
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

**EXHIBIT A**  
**Rough Grading Plan**

**EXHIBIT A**  
**Rough Grading Plan**

Map A, and Sheet 11, are prepared for the accuracy of measurements of structures of this document intended to show high-precision results.



**GRADING NOTES:**  
 SOUTHERN PARCEL TO BE CONTOUR  
 GRADED IN A MANNER SHOWN ABOVE  
 THAT ALLOWS SITE TO DRAIN TOWARD  
 THE FUTURE STORM DRAIN STUBS.  
 GRADED DRAINAGE DITCH ALONG  
 CLASSICAL WAY TO BE 1' MIN DEPTH  
 0.5% MINIMUM SLOPE

*Southern Property Contour Grading*

**Sterling Meadows**

City of St. Louis  
 Sub P-1387  
**PLANNING & SURVEY**  
 1000 N. 10TH ST.  
 ST. LOUIS, MO 63108

**PRELIMINARY - Subject to Revision**


**CERTIFICATION  
ELK GROVE CITY COUNCIL ORDINANCE NO. 05-2019**

**STATE OF CALIFORNIA            )**  
**COUNTY OF SACRAMENTO        )**     **ss**  
**CITY OF ELK GROVE             )**

***I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing ordinance, published and posted in compliance with State law, was duly introduced on February 27, 2019 and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on March 13, 2019 by the following vote:***

<b>AYES :</b>	<b>COUNCILMEMBERS:</b>	<b><i>Ly, Hume, Nguyen, Suen</i></b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	<b><i>None</i></b>
<b>ABSTAIN:</b>	<b>COUNCILMEMBERS:</b>	<b><i>None</i></b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	<b><i>Detrick</i></b>

***A summary of the ordinance was published pursuant to GC 36933(c) (1).***

  
**Jason Lindgren, City Clerk**  
**City of Elk Grove, California**