

ORDINANCE NO. 28-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO STATE CEQA GUIDELINES SECTION 15162 FOR THE ELLIOTT SPRINGS PROJECT (PLNG20-049) AND APPROVING THE AMENDED SILVERADO VILLAGE DEVELOPMENT AGREEMENT

WHEREAS, the Development Services Department of the City of Elk Grove (the “City”) received an application on November 16, 2020, from Sunset Tartesso, LLC and Elliott Homes, Inc. (the “Applicants”) for the Elliott Springs Project requesting approval of a Special Planning Area (SPA) Amendment, Development Agreement (DA) Amendment, and Tentative Subdivision Map (TSM) Conditions of Approval Amendment; and

WHEREAS, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove more particularly described as APNs: 127-0010-002, -017, -040, -104, -105, and -106; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on September 16, 2021, 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 4-0 to recommend that the City Council adopt an ordinance approving the Amended Silverado Village DA; and

WHEREAS, the City Council held a duly-noticed public hearing on October 13, 2021, as required by law to consider all of the information presented by staff, property owners, and public testimony presented at the meeting concerning the Silverado Village DA Amendment.

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 Amended and Restated Silverado Village Development Agreement attached hereto as Exhibit B and incorporated herein by reference.

Section 2: Findings

This Ordinance is adopted based upon the following findings:

California Environmental Quality Act (CEQA)

Finding: The proposed Project requires no further environmental review under CEQA pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations).

Evidence: 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” (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

No further environmental review is required under CEQA pursuant to State CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations). State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) provides that when an EIR has been certified for an adopted 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 one or more of the following exists:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with exercise of reasonable diligence at the time of the previous EIR was certified as complete shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.

On July 23, 2014, the City Council certified an EIR for and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the Silverado Village Project (State Clearinghouse No. 2013012060). The EIR analyzed full buildout of the Project based upon the Silverado Village SPA land use plan and the Silverado Village TSM. The Project remains subject to the Silverado Village MMRP which includes mitigation related to farmland protection, air quality, biological resources including Swainson's hawk foraging habitat, cultural resources, hazardous/toxic materials, drainage, noise, and traffic.

The requested amendments to the SPA modifies the distribution of the single-family units but does not modify the maximum number of units allowed, therefore will not create any additional traffic impacts. While other amendments to the SPA, Development Agreement and the TSM Conditions of Approval alter some of the development standards and improvements required for future development on the site, the amendments do not alter the density, intensity, or footprint of development beyond the aforementioned unit count update.

There are no substantial changes in the Project from those analyzed in the 2014 EIR that would alter the conclusion of the EIR or any of the associated Mitigation Measures. Additionally, there are no new significant environmental effects, or a substantial increase in the severity of previously identified significant effects that necessitate the preparation of a Subsequent EIR pursuant to State CEQA Guidelines Section 15162. No new information of substantial importance has been identified therefore, the prior EIRs is sufficient to support the proposed action and no further environmental review is required.

Development Agreement Amendment

Finding #1: The Development Agreement is consistent with the General Plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

Evidence #1: The Development Agreement (DA), as amended will ensure that the appropriate parks and infrastructure necessary for development will be provided in a manner that promotes orderly development. The substantive changes to the DA are to the SPA and the TSM Conditions of Approval which are exhibits to the DA. The provisions and obligations under the DA remain largely unchanged.

Finding #2: 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 #2: The DA, as amended, 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 DA amendments will not modify the underlying land uses as approved with the Silverado Village Project and will not increase in the overall maximum number of units anticipated within the SPA. The overall development remains residential in nature and will be compatible with adjacent land uses which include residential and commercial uses.

Finding #3: The development agreement will promote the orderly development of property or the preservation of property values.

Evidence #3: The DA, as amended, 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 and will require certain backbone infrastructure improvements through conditions of approval placed on the TSM.

Section 3: Action

The City Council hereby approves the Amended and Restated Silverado Village Development Agreement and authorizes the City Manager to execute the Amended and Restated Development Agreement, in substantially the form attached hereto as Exhibit B and incorporated herein by this reference, all subject to approval as to form by the City Attorney.

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

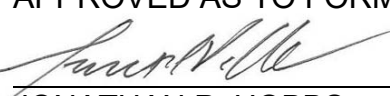
This ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council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

ORDINANCE: **28-2021**
INTRODUCED: October 13, 2021
ADOPTED: October 27, 2021
EFFECTIVE: November 26, 2021


BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:

JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

JONATHAN P. HOBBS,
CITY ATTORNEY

Date signed: October 29, 2021

Exhibit A
Project Description
Elliott Springs Project

The Elliott Springs Project (the “Project”) consists of:

- A **Development Agreement Amendment** to modify the terms and conditions of the Silverado Village Development Agreement including, but not limited to, recognition of the new property owner and Project Name, and updates to the DA exhibits; and
- A **Special Planning Area Amendment** including, but not limited to, a rename the Silverado Village SPA to the Elliott Springs SPA, modification to the distribution of single-family residences throughout the Project, and modification of development standards related to single-family lots and the Village Center; and
- A **Tentative Subdivision Map Conditions of Approval Amendment** to modify the Conditions of Approval approved with the Silverado Village Tentative Subdivision Map including, but not limited to, an update to the Project name, updates to required roadway improvements, and updates to western boundary fencing improvements.

Amended and Restated Development Agreement
By and between the City of Elk Grove and
Sunset Tartesso, LLC
Relative to the Development Known as
Elliott Springs (formerly Silverado Village) (EG-11-046)

This Amended and Restated Development Agreement (hereinafter “Agreement”) is made and entered into this _____ day of _____, 20 __, by and between the **City of Elk Grove** (hereinafter “City”) and **Sunset Tartesso, LLC**, an Arizona limited liability company (hereinafter “Developer”) (collectively, “Parties”), pursuant to the **authority** of Sections 65864 through 65896.5 of the California Government Code and Sections 23.16.140 et seq. of the City's Municipal Code, establishing rules, regulations and procedures for the consideration of development agreements.

RECITALS

A. Development Agreement. City and Vintara Holdings, LLC, a California limited liability company (“Vintara”) previously entered into that certain Development Agreement by and between the City of Elk Grove and Vintara Holdings LLC (Silverado Homes) Relative to the Development Known as Silverado Village (EG-11-046) (the “Development Agreement”) dated July 23, 2014 and recorded on July 17, 2019 in Book 20190717 on Page 0593 of the Official Records of the County Recorder of Sacramento County, pursuant to which Vintara agreed to develop the Project subject to certain conditions and obligations set forth in the Development Agreement.

B. Assignment of Development Agreement. Pursuant to that certain Assignment and Assumption of Development Agreement dated August 28, 2019, by and between Vintara and Developer, Vintara assigned all of its rights, title and interest under the Development Agreement to Developer, and Developer assumed all of Vintara’s burdens and obligations under the Development Agreement.

C. Amended and Restated Development Agreement. The Parties now desire to amend and restate the Development Agreement as set forth herein to, among other things, rename the Silverado Village Special Planning Area to the Elliot Springs Special Planning Area; update the Project description to reflect the addition of one public park and twenty-five independent living, assisted living, and/or memory care units; add a new Exhibit “B-2” for the amended Elliot Springs Special Planning Area (formerly Silverado Village Special Planning Area); and replace the prior Exhibit C with the newly amended Conditions of Approval for the Elliot Springs Tentative Subdivision Map.

D. Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the legislature of the State of California adopted Sections 65865 et seq. of the California Government Code enabling a City and an applicant for a development project, who has a legal or an equitable interest in the property to be developed, to enter into a development agreement establishing with certainty what zoning standards and land use regulations of the City will

govern the construction and implementation of the development project from beginning to completion.

E. Development Agreement Goals. City and Developer desire to enter into this Agreement relating to the Property in order to facilitate the goal of the City to implement the City's General Plan, to provide housing opportunities to the broadest spectrum of the community and to facilitate the build-out of the Development Plan as entitled.

The City and Developer, by entering into this Agreement, will receive the benefit of gaining assurance that the Property will be not be developed unless the Property is developed as set out in the Development Plan.

F. Project Description. The Project is a 230± acre residential community located north of Bond Road and west of Waterman Road in the City of Elk Grove. The Project would develop 660 single family units and up to 125 independent/assisted living/memory care units. The Project also includes three public parks, open space and trails, a detention area/basin, and dedications for public rights-of-way internal to the project and along Bond and Waterman Roads.

G. Property Zoning. The Property subject to this Agreement is zoned Elliott Springs Special Planning Area. The Elliott Springs Special Plan Area includes, as described above, two villages that provide for single family residential use, totaling 393 dwellings units; an age-restricted village of 261 patio homes and "village core" lodge facility with a maximum of 125 independent living, assisted living, and/or memory care units; 73.9 acres of open space; a 14.8 acre detention basin; and 6.4 acres of parkland.

H. General Plan Consistency. The City Council hereby finds this Agreement consistent with the City's General Plan based upon the following finding:

The City's General Plan identifies the Project site for residential uses, including 146± acres of Low Density Residential land, 80± acres of Rural Residential land, and 4± acres of Commercial/Office/Multifamily land. Together, these lands allow for 1,182 dwelling units. The proposed Project includes 660 single family units and 125 independent/assisted living/memory care units, which is less than the total allowed under the General Plan.

The General Plan identifies 3.7± acres of the Project site for Commercial uses. The proposed Project incorporates commercial uses through the "village core" lodge facility. The procedures and practices of the Special Planning Area zoning allow for the rearrangement of these uses within the planning area. The scale of the "village core" lodge facility is less than that contemplated in the General Plan, as it is only 3.6± acres.

Therefore, the proposed Project is consistent with the General Plan land use plan.

I. Vested Rights. In order to strengthen the public planning process and reduce the economic risks of development, by this Agreement the City intends to assist Developer in moving its Project forward in accordance with the terms of this Agreement. Development of the Property in accordance with the terms of this Agreement requires investment by Developer in

public facilities, front-end investment in onsite and offsite improvements, dedications of land for public benefit and purposes, and commitment of the resources of Developer to achieve the public benefits of the Project for the community.

City recognizes and has determined that the granting of the rights herein and developing the Project as set forth in the Development Plan will assist Developer in undertaking the development of the Project and thereby achieve the public benefits of the Project. But for said commitments on the part of City and Developer, the parties would not enter into this Agreement.

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. GENERAL PROVISIONS

1.1. Property Description and Binding Covenants. The Property is that unimproved real property owned or otherwise controlled by Developer described in Exhibit "A". It is intended and determined that the provisions of this Agreement, to the extent permitted by law, shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and to their successors in interest.

1.2. Development Plan. For purposes of this Agreement, the term "Development Plan" shall refer to the approved zoning for the Property (The Elliott Springs Special Planning Area [formerly Silverado Village Special Planning Area], Ordinance No. 20-2014, as amended by Ordinance _____, provided as Exhibits "B-1" and "B-2," respectively, and included herein by this reference), the approved Tentative Subdivision Map (Resolution 2014-175, as amended by Resolution _____) and subject to those Conditions of Approval, as amended (provided as Exhibit "C" and included herein by this reference), and this Agreement. Subsequently approved use permits or other entitlements or approvals (e.g., single family master home plan design review) made in furtherance of the Project shall be deemed thereafter to be an element of the Development Plan. City personnel may make such modifications to the Development Plan in the ordinary course of implementation of development so long as it does not substantially alter the permitted uses, density, or intensity of use, provisions for reservation and dedication of land or conditions, terms, restrictions and requirements relating to the approved Development Plan only for the Project described in this Development Agreement. The City may amend the Elliott Springs Special Planning Area and zoning for any other project not described in this Development Agreement.

1.3. Interest of Developer. Developer represents that Developer has a fee or controlling interest in the Property and that all other persons holding legal or equitable interests in the Property are to be bound by this Agreement. The holders of any legal or equitable title of

record other than Developer shall sign this Agreement giving their consent to the recordation of the Agreement.

1.4 Term. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall extend for a period of ten (10) years from that date unless it is terminated, modified or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

1.5. Assignment. Developer shall have the right to sell, mortgage, hypothecate, assign or transfer the Property in whole or in part, to any person, partnership, joint venture, firm, or corporation at any time during the term of this Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer shall include the assignment of those rights, duties, and obligations arising under or from this Agreement applicable to the Property or portions thereof being assigned, transferred or sold.

1.6. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Developer or Developer’s assigns and successors. Notice shall be effective on the date delivered in person, or the date when the postal authorities indicate that the mailing was delivered to the address of the receiving party indicated below:

Notice to the City: City of Elk Grove
Attn: Development Services Director
8401 Laguna Palms Way
Elk Grove, CA 95758

Notice to the Developer: Sunset Tartesso, LLC
attn: Price Walker
340 Palladio Parkway., Suite 521
Folsom, CA. 95630

**SECTION 2.
DEVELOPMENT OF THE PROPERTY**

2.1. Land Use Entitlements. The permitted land uses, density and intensity of use of the Property, timing or phasing of development, zoning, provisions for reservation or dedication of land for public purposes, and the location and size of major transportation, sewer, drainage and water facilities and improvements shall be those set forth in the Development Plan at the time of the effective date of this Agreement. In the event of any conflict between the provisions of this Agreement and any other resolution, rule, regulation or policy of the City now in existence, the provision of this Agreement shall control.

2.2. Applicable Rules, Regulations and Official Policies. The ordinances, resolutions, codes, rules, regulations, official policies and General Plan of the City governing permitted uses, timing and rate of development, density, design, improvements and construction

standards and specifications applicable to development of the Property, shall be those rules, regulations and official policies in force at the time of the execution of this Agreement. In the event of any conflict between the terms of this Agreement and Applicable Law, or the terms of this Agreement and any Current Approval, the terms and conditions of this Agreement shall prevail.

2.2.1 Exceptions. Notwithstanding section 2.2, the following provisions shall apply:

a. Uniform Codes. City may apply the then-current California Building Standards Code referred to in California Health and Safety Code section 18935 and other uniform construction codes to the Property at the time a building permit is approved, provided that any such uniform code shall apply to the Property only to the extent that the code has been adopted by City.

b. Processing Fees. Fees charged by City which solely represent the reasonable costs to City for City staff time (including staff, agents, and authorized consultants) and resources spent reviewing and processing subsequent approvals (e.g., final map(s), improvement plans, building permit), are referred to in this Agreement as "Processing Fees." City may charge Owner the applicable Processing Fees that are operative and in force and effect in the City on a City-wide basis at the time such fees are customarily required by the City to be paid.

c. Impact Fees. City may charge Owner the applicable Impact Fees that are operative and in force and effect in the City on a City-wide basis at the time such fees are customarily required by the City to be paid.

d. State and Federal Laws. Pursuant to Government Code section 65869.5, if state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one or more provisions of this Agreement, those provisions of this Agreement shall be modified or suspended as may be necessary to comply with those state or federal laws or regulations.

e. Court Order. City may apply any subsequently enacted law or regulation where City is mandated to do so by a court of competent jurisdiction.

2.2.1. Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances. Subsequently enacted rules, regulations, ordinances, laws, and official policies adopted or modified after the date of this Agreement shall apply provided:

a. They are applied uniformly to all similar properties or developments in the City;

b. They do not prevent development of the Property for the uses, the density or intensity of development or the rate or timing of development set forth in the Development Plan; and

c. They are not in conflict with matters which are specifically addressed in the Development Plan.

2.3. City Fees, Taxes and Assessments. Developer shall pay those City fees, taxes and assessments in existence at the time of the approval of any entitlements on the Property provided that:

a. Such fees, taxes and assessments apply to all private projects or works within the City and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed;

b. Their application to the Property is prospective as to applications for building and other development permits or approvals of tentative subdivision maps not yet accepted for processing; and

c. Such fees, taxes and assessments are not exacted for which Developer has otherwise provided mitigation pursuant to the Development Plan.

2.3.1. Processing Fees and Charges. Developer shall pay those processing fees and charges of every kind and nature imposed or required by City under current or future regulations covering the actual costs of City in (i) processing applications and requests for permits, approvals and other actions, and (ii) monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.

SECTION 3. OBLIGATIONS OF THE PARTIES

3.1. Property Development. The Property shall be developed according to the Development Plan as set forth in this Agreement.

3.2. Vested Rights. By entering into this Agreement, City hereby grants to Developer a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement, the Development Plan and Applicable Rules. Developer's vested right to proceed with the Project shall be subject to any subsequent discretionary approvals required in order to complete the Project, provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Development Plan, provided Developer is not in default under this Agreement.

SECTION 4. MISCELLANEOUS PROVISIONS

4.1. Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer and represent that they have the authority to bind Developer to the performance of its obligations hereunder.

4.2. Consent. Where the consent or approval of a party is required in or necessary under this Agreement, such consent or approval shall not be unreasonably withheld.

4.3. Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

4.4. Entire Agreement. This Agreement, together with the exhibits, constitute the entire agreement between the parties with respect to the subject matter of this Agreement.

4.5. Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereto, unless such adjustment affects a material part of this Agreement. Notwithstanding any other provisions of this Agreement, in the event that any material provision of this Agreement is found to be unenforceable, void or voidable, Developer or the City may terminate this Agreement upon providing written notice to the other party.

4.6. No Damages. Developer acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for monetary damages against the City in this regard. Further, and notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for monetary damages from Developer, and that therefore, Developer hereby waives any and all claims for monetary damages against the City for breach of this Agreement. Nothing in this section is intended to nor does it limit Developer's or the City's rights to equitable remedies as permitted by law, such as injunctive and/or declaratory relief, provided that Developer waives any claims to monetary damages in conjunction with any such requested relief.

4.7. Attorneys' Fees. In any arbitration, quasi-judicial, or administrative proceedings or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, expenses and disbursements in connection with such action, including the costs of reasonable investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party.

4.8. Recording. The City Clerk shall cause a copy of this Agreement to be recorded with the Sacramento County Recorder no later than ten (10) days following execution of this Agreement by City, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.

IN WITNESS WHEREOF, the parties have duly signed this Agreement as of the date first written above.

DEVELOPER
SUNSET TARTESSO, LLC.
BY: It's Manager

By: Price Walker
Price Walker
Vice-President

CITY:

By: _____
Jason Behrmann
City Manager

ATTEST:

By: _____
Jason Lindgren
City Clerk

APPROVED AS TO FORM:

By: _____
Jonathan P. Hobbs
City Attorney

Exhibit A
Property Description

Exhibit B-1
Elliott Springs Special Planning Area
Dated September 22, 2021

Exhibit B-2
Resolution _____
XXX

Exhibit C
Resolution _____
Elliott Springs Tentative Subdivision Map and Conditions of Approval

CERTIFICATION
ELK GROVE CITY COUNCIL ORDINANCE NO. 28-2021

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 October 13, 2021, and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on October 27, 2021, by the following vote:

AYES: **COUNCILMEMBERS:** *Singh-Allen, Nguyen, Hume, Spease, Suen*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN: **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*

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



Jason Lindgren, City Clerk
City of Elk Grove, California