

## ORDINANCE NO. 18-2021

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15162 AND 15183 FOR THE SOUZA DAIRY DEVELOPMENT AGREEMENT AMENDMENT PROJECT (PLNG20-056) AND APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE SOUZA DAIRY PROJECT

**WHEREAS**, on August 12, 2015, the City Council approved the Souza Dairy Project, including the Souza Dairy Development Agreement, encompassing approximately 375.5 acres located on a portion of the area bounded by Poppy Ridge Road to the north, Big Horn Boulevard to the West, Proposed Shed C Drainage Channel to the south, and Lotz Parkway extension to the east; and

**WHEREAS**, the Development Services Department of the City received an application on December 15, 2020, from Big Horn RBVP, L.P. (the "Applicant") requesting approval of a Development Agreement Amendment (PLNG20-056) which would modify the terms and conditions of the previously-approved Souza Dairy Development Agreement and expand the Development Agreement to include the previously-approved Poppy Keys Southwest Subdivision (EG-17-049) and the Esplanade West Subdivision (EG-17-044); and

**WHEREAS**, the Planning Commission held a duly-noticed public hearing on July 15, 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 4-0-1 (Commissioner Fernandez abstaining) to recommend that the City Council adopt an ordinance approving the Amended and Restated Souza Dairy Development Agreement; and

**WHEREAS**, the City Council held a duly-noticed public hearing on August 4, 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 Souza Dairy Development Agreement 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 Development Agreement for the Souza Dairy Project. (See Exhibit A).

#### 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) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

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 alternative.

On July 9, 2014, the City Council certified an EIR and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the SEPA Strategic Plan (State Clearinghouse No. 2013042054). The SEPA EIR analyzed full buildout of SEPA based upon the land plan, development standards, and policies contained in the Community Plan and Special Planning Area (SPA), as well as the improvements identified in the accompanying infrastructure master plans. Development pursuant to the Souza Dairy Development Agreement remains subject to the SEPA 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 Community Plan and SPA associated with the Development Agreement Amendment will modify the acreages of residential land uses within the Project Area. The Community Plan and SPA Amendments will not expand the development footprint or add any land uses that were not originally anticipated within SEPA. Although the acreages of the residential land uses are being amended, the reconfiguration results in a shift of residential units from northern portions of the SEPA plan area to the central area of SEPA where they will be proximate to parcels designated for office, mixed-use, and employment-oriented land uses. The proposed land use amendments will allow for the construction of up to 3,656 residential units, which is less than a five-percent change from the total number of units allowed under current land use designations (3,422 units).

The Project, as proposed, will build out at a density/intensity consistent with the range of what was anticipated in the SEPA EIR. The City updated its General Plan in 2019; while the proposed Project, including the requested Community Plan amendments, have been found to be consistent with the General Plan goals, policies, and implementation programs, the updated General Plan implements new transportation analysis standards related to Vehicle Miles Traveled (VMT) and also includes a new Climate Action Plan (CAP). Analysis related to VMT and the CAP was completed to determine the Project's consistency with the General Plan and the SEPA Community Plan pursuant to CEQA section 15183. The Project was analyzed against the VMT standards and it was determined that the Project is exempt from additional VMT analysis. The subject site is in an area that has been determined to result in a 15% VMT reduction based on its General Plan/Community Plan land use designations. The proposed Project shifts the location of residential units within the SEPA plan area but still provides the capacity for these units to be constructed. The relocation of these units does not alter the determination that residential development on the Project site will result in a 15% VMT reduction, therefore, no further VMT analysis is necessary.

The Development Agreement Amendment and associated Esplanade West Projects shall comply with the City's CAP for new single-family development, including CAP measures related to energy efficiency (BE-4), electric appliances (BE-6), Vehicle Miles Traveled Reductions (TACM-6), off-road construction fleet (TACM-8), and electric vehicle charging (TACM-9). Therefore, the Project is consistent with the City's updated efforts to reduce greenhouse gas emissions through its compliance with the CAP.

There are no substantial changes in the Project from those analyzed in the 2014 EIR and no new significant environmental effects, or 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. Further, the Project has been reviewed in consideration of the VMT standards and CAP compliance measures adopted as part of the City's General Plan to determine Consistency with the General Plan and the SEPA Community Plan pursuant to CEQA Section 15183. Since no changes to the SEPA or Elk Grove General Plan EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR pursuant to State CEQA Guidelines Section 15164. Therefore, the prior EIRs are sufficient to support the proposed action and no further environmental review is required.

## Development Agreement Amendment

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

Evidence #1: The Development Agreement, as amended, will continue to ensure that the appropriate parks and infrastructure necessary for development will be provided in a manner that promotes orderly development. Furthermore, the Development Agreement and its infrastructure phasing plan is consistent with the following SEPA Community Plan Policies:

- **SEPA-1-2:** Establish protocols for the timing and phasing of roadway improvements that reflect the level of development that is occurring.
- **SEPA-7-1:** Develop an off-street trail network that connects employment and residential areas with parks, school, mixed-use, and commercial-service areas.
- **SEPA-7-2:** Require that parks are provided in the SEPA at a minimum of 5 acres of park land per 1,000 residents.
- **SEPA-8-3:** Ensure that adequate drainage facilities are in place and operational concurrent with each new increment of development.
- **SEPA-8-7:** Support the efficient and timely development of water and sewer infrastructure in the Plan Area.

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 Development Agreement, 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 amendments will not modify the underlying land uses as approved with the Souza Dairy Project site. While the amendment will expand the footprint of the lands covered by the Development Agreement, the associated development remains residential in nature and will be compatible with adjacent land uses which range from residential to mixed-use, office, and employment center use.

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

Evidence #3: The Development Agreement, as amended, will promote the orderly development of property or the preservation of property values in that the Development Agreement amendments will not modify the underlying land uses and will require certain backbone infrastructure improvements with each phase of development. The Development Agreement would allow the Project site to develop consistent with the Southeast Policy Area Community Plan. The Amended and Restated DA will continue to ensure that the Developer may only construct new buildings once a Subdivision Improvement Agreement(s) with adequate security is provided or improvements are constructed. The Development Agreement is a

mechanism that allows for the phasing of such improvements until they are required. Exhibits 3 and 4 of the Amended and Restated Development Agreement identifies the Developer's obligations for backbone infrastructure for each phase of development.

### Section 3: Action

The City Council hereby approves the Amended and Restated Development Agreement for the Souza Dairy Project and authorizes the City Manager to execute the Amended and Restated Development Agreement, in substantially the form attached hereto as Exhibit A, and incorporated herein by this reference, including, without limitation, authorization to the City Manager to revise Project property ownership information for the Amended and Restated Development Agreement as reasonably necessary, 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 effect 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:** 18-2021  
**INTRODUCED:** August 4, 2021  
**ADOPTED:** August 11 2021  
**EFFECTIVE:** September 10, 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: August 11, 2021

OFFICIAL CITY BUSINESS  
No recording fee  
Government Code Section 6103

RECORDING REQUESTED BY:

City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: City Clerk

WHEN RECORDED MAIL TO:

City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: City Clerk

Big Horn RBVP, LP  
940 Emmett Avenue, Suite 200  
Belmont, CA 94002  
Attn: Scott Kepner

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(SPACE ABOVE LINE FOR RECORDER'S USE ONLY)

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE CITY OF ELK GROVE**

**AND**

**BIG HORN RBVP, L.P., as successor in interest to SOUZA ELK GROVE, LLC; EG  
LAND INVESTORS, L.P.; KCB LAND, LLC; and  
ELK GROVE LAND INVESTMENTS, LLC**

**AUGUST 2021**

## AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement (this "**Agreement**") is entered into by the City of Elk Grove ("**City**") on the one hand, and Big Horn RBVP, L.P., a California limited partnership, as successor in interest to Souza Elk Grove, LLC; EG Land Investors, L.P., a California limited partnership; KCB Land, LLC, a California limited liability company; and Elk Grove Land Investments, LLC, a California limited liability company (each a "**Developer**" and collectively, "**Developers**") on the other hand. City and Developers each may be referred to herein individually as a "**Party**" and collectively may be referred to as the "**Parties**".

### RECITALS

A. In July 2014, City adopted the Southeast Policy Area Strategic Plan made up of the Southeast Policy Area Community Plan (the "**Community Plan**") the Southeast Policy Area Special Planning Area zoning regulations (the "**SPA**"), the Environmental Impact Report (State Clearinghouse No. 2013042054) (the "**EIR**") and accompanying engineering technical studies. The Southeast Policy Area ("**SEPA**") comprises approximately 1,200 acres in southeast Elk Grove, and the Community Plan established the policy bases for the development and adoption of subsequent programs, regulations and guidelines for future development of the Southeast Policy Area. The primary objective for the Southeast Policy Area is to establish an employment-oriented development that offers a range of job opportunities supported by a balanced mix of locally-oriented retail uses and residential densities.

B. The Community Plan and accompanying SPA designates the Property for a wide range of land uses, including office, commercial, residential, school, parks, trails and public facilities. Consistent with the Community Plan and SPA, Developers propose to develop the Property with the goal of providing office, commercial, and educational job opportunities directly within the Property combined with a broad range of housing opportunities at a variety of price points in close proximity to the larger employment opportunities that will be created by the Strategic Plan. Generally, the Property is proposed to include:

1. A Village Center mixed-use commercial/retail/residential complex located in the central portion of SEPA anticipated to provide services for both the large employment lands to the south and west of the Property and the Property itself;
2. Major public infrastructure (sanitary sewer, storm drainage, domestic water, arterial roads, power and telecommunications) extensions from existing locations, then along the Property's frontages to the boundary of SEPA's major employment lands to the south and west of the Property;
3. Public park sites and an elementary school site;
4. Internal off-street public trails and open-space corridors linking all public parks together and to the Village Center and providing a continuous south-to-north connection from the SEPA employment lands through the Village Center, the elementary school site, and toward the Reardan Community Park, Pinkerton Middle School and Cosumnes Oaks High School sites within the Laguna Ridge Specific Plan;
5. A transit corridor along Big Horn Boulevard and Bilby Road to accommodate the future light rail extension of Sacramento Regional Transit's Blue Line or other fixed, high quality transit service.



As they apply to the Property (defined in Recital F below) by the terms of this Agreement, these proposed land uses and development intents, together with the Project Major Infrastructure and portions of the SEPA Major Infrastructure extensions, and the Project Approvals, all as defined herein, generally comprise the "**Project.**"

C. City wishes to obtain commitments from Developers to provide certain amenities and infrastructure improvements necessary to implement the Community Plan and achieve City goals and policy objectives set forth in City's General Plan, which commitments the City would not be able to obtain in the absence of this Agreement.

D. As consideration for providing such commitments to City, Developers wish to obtain certain vested rights as specifically laid out within the Agreement, and to receive other City commitments and assurances regarding Developers' rights and abilities to develop the Project on the Property, as set forth herein.

E. The Parties wish to accomplish these purposes by entering into this Agreement pursuant to the Development Agreement Law.

F. Each Developer hereby represents and warrants that it holds a legal, fee title interest in that certain property described in Exhibit 1, including Exhibit 1.A through 1.D, which property collectively comprises approximately 492 acres of land within the Southeast Policy Area and is referred to herein in total as the "**Property.**"

NOW, THEREFORE, the Parties agree as follows:

## **TERMS AND CONDITIONS**

### **1. Acknowledgment of Transfer of Interest in Original Development Agreement**

1.1 The Parties acknowledge that on or about September 20, 2020, Souza Elk Grove, LLC transferred all of its interest in the Original Development Agreement to Big Horn RBVP, L.P., which transfer was acknowledged and consented to by the City by correspondence dated April 6, 2021. As part of this transfer, Big Horn RBVP, L.P. expressly assumes all obligations under the Original Development Agreement, as amended and restated by this Agreement, subject to the terms and terms and conditions herein.

1.2 The Parties acknowledge that on or about October 15, 2019, non-party Souza Dairy Limited Partnership conveyed the approximately 376 acres of real property that was the subject of the Original Development Agreement to EG Land Investors, L.P. by Grant Deed recorded with the Sacramento County Clerk Recorder at Document No. 201910221733, which property conveyance was acknowledged and consented to by the City by correspondence dated April 6, 2021.

1.3 Big Horn RBVP, L.P. and EG Land Investors, L.P., and each of them, jointly and severally, shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of any and every nature arising out of or in connection with the transfer of property and/or interest from Souza Elk Grove, LLC or Souza Dairy Limited Partnership, as specified in this Section 1. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

2. Definitions

2.1. "Adopting Ordinances" are:

2.1.1. City Ordinance No. 16-2015 of the City Council adopted on August 26, 2015, approving the Development Agreement Between the City of Elk Grove and Souza Elk Grove, LLC; and

2.1.2. City Ordinance No. \_\_-2021 of the City Council adopted on \_\_\_\_\_ \_\_, 2021 approving this Agreement.

2.2. "Agreement" means this Amended and Restated Development Agreement as set forth in the first paragraph of this Agreement.

2.3. "CCSD" means the Cosumnes Community Services District, and depending on the context may mean its agents, officers, employees, representatives and elected and appointed officials.

2.4. "CFD" means a Community Facilities District formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.).

2.5. "City" means the City of Elk Grove, and depending on the context, may include its agents, officers, employees, representatives and elected and appointed officials.

2.6. "City Council" means the City Council of the City of Elk Grove and its designees.

2.7. "Developers" means, collectively, Big Horn RBVP, L.P., a California limited partnership, as successor in interest to Souza Elk Grove, LLC; EG Land Investors, L.P., a California limited partnership; KCB Land, LLC, a California limited liability company; and Elk Grove Land Investments, LLC, a California limited liability company. Where appropriate under this Agreement, a Developer shall be identified by specific name. If no such specific name is identified, "Developer" shall refer to each Developer individually.

2.8. "Development Agreement Law" means Government Code Section 65864, et seq.

2.9. "Effective Date" means [REDACTED], 2021.

2.10. "EIR" means that certain Draft and Final Environmental Impact Report for the Project, State Clearinghouse No. 2013042054, as certified by the City Council.

2.11. "Esplanade West Tentative Subdivision Map" means that certain Tentative Subdivision Map ([REDACTED]) approved by City Council Resolution No. 2021-218.

2.12. "Final Subdivision Map" means a "final map," as that term is used in the Subdivision Map Act (Government Code § 66410 et seq.) that has been approved by the City Council.

2.13. "Mitigation Measures" means the mitigation measures included in the EIR or its mitigation monitoring plan as adopted by the City Council.

- 2.14. "Original Development Agreement" means that certain Development Agreement between the City of Elk Grove and Souza Elk Grove, LLC dated August 26, 2015, and recorded with the Sacramento County Recorder on or about September 1, 2015, at Book 20150901, Page 0511.
- 2.15. "Poppy Keys Southwest Tentative Subdivision Map" means that certain Tentative Subdivision Map (EG-17-038) approved by City Council Resolution No. 2021-031.
- 2.16. "Project" has the meaning set forth in Recital B.
- 2.17. "Project Approvals" means the following land use approvals, which govern development of the Property:
  - 2.17.1. The Southeast Policy Area Special Planning Area zoning regulations as adopted on July 23, 2014, by City Ordinance No. 16-2014.
  - 2.17.2. Souza Large Lot Tentative Subdivision Map as defined by Section 2.21.
  - 2.17.3. Souza Small Lot Tentative Subdivision Map as defined by Section 2.22.
  - 2.17.4. Esplanade West Tentative Subdivision Map as defined by Section 2.11.
  - 2.17.5. Poppy Keys Southwest Tentative Subdivision Map as defined by Section 2.15.
- 2.18. "Project Major Infrastructure" means the arterial and collector roads and associated underground utilities necessary to provide access and circulation to and within the Project, including but not limited to Big Horn Boulevard, Lotz Parkway, Bilby Road, and A, B, C, D, F, G, H, and K Drives. It also includes, but is not specifically limited to, the Shed C Drainage Channel improvements, Basins S1b and S3, water (potable and recycled) and sewer trunk lines to and within the Project, and other off-site infrastructure necessary to serve the Project as more particularly described in Exhibit 3, which is intended to be a non-exclusive list of Project Major Infrastructure.
- 2.19. "SEPA Major Infrastructure" means the arterial roads and associated underground utilities necessary to provide access and circulation to and within the Southeast Policy Area, including but not limited to Big Horn Boulevard, Lotz Parkway, Bilby Road, and Kammerer Road. It also includes, but is not specifically limited to, the sewer lift station and force main system, trunk drainage in the arterial roads, water trunk lines (potable and recycled), as well as the Shed C Drainage Channel improvements and other infrastructure and improvements as more particularly described in Exhibit 3.
- 2.20. "Souza Large Lot Final Subdivision Map" means a Final Subdivision Map that substantially conforms, as determined by the City, to that certain Souza Dairy Large Lot Tentative Subdivision Map approved by City Council Resolution No. 2015-164
- 2.21. "Souza Large Lot Tentative Subdivision Map" means that certain Souza Dairy Large Lot Tentative Subdivision Map (EG-13-030) approved by City Council Resolution No. 2015-164.
- 2.22. "Souza Small Lot Final Subdivision Map" means a Final Subdivision Map that substantially conforms to the Souza Small Lot Tentative Subdivision Map and has been approved by City Council.

Amended and Restated Development Agreement  
August 2021

- 2.23. "Souza Small Lot Tentative Subdivision Map" means the Souza Dairy Small Lot Tentative Subdivision Map (EG-13-030) adopted by City Council Resolution No. 2015-164.
- 2.24. "SPA" means the Southeast Policy Area Special Planning Area zoning regulations, as initially adopted on July 23, 2014, by City Ordinance No. 16-2014.
- 2.25. "Property" has the meaning set forth in Recital F.
- 2.26. "Successor" means any assignee approved by the City pursuant to Section 16 (i.e., any recognized successor-in-interest under this Agreement), and all subsequent assignees approved by the City pursuant to Section 16.1.6.
- 2.27. "Subdivision Map Act" means Government Code §§ 66410 et seq.
- 2.28. "Subsequent Approval" means any and all land use, environmental, building and development approvals, entitlements and permits granted by City after the initial Project Approvals to develop and operate the Project on the Property, including but not limited to amendments and modifications to any Project Approvals; boundary changes; final subdivision maps and lot line adjustments; subdivision improvement agreements; development review; site plan review; use permits and conditional use permits; design review; building permits; grading permits; improvement plans; encroachment permits; certificates of occupancy; formation of financing districts or other financing mechanisms; and any amendments thereto (administrative or otherwise).
- 2.29. "Vested right" is a right to proceed with development of the Project in accordance with the terms and scope of the Project Approvals and as limited under Section 5 of this Agreement.

3. Representations, Warranties and Acknowledgments

- 3.1. Title to Property. Each Developer hereby represents and warrants that it holds a legal, fee title interest in the Property as set forth in Recital F.
- 3.2. Authority. The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.
- 3.3. Brokers. The Parties represent and warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Developer shall indemnify, defend and hold harmless City in accordance with Section 15.1.
- 3.4. Compliance with Government Code Section 66473.7. A subdivision, as defined in Government Code section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Section 65867.5(c) of the Government Code.

4. Term and Termination

The provisions of this Agreement shall be valid for the following terms:

- (a) Souza Large Lot Tentative Subdivision Map shall be valid until 11:59 p.m. on September 24, 2035.
- (b) The restriction on further development of the lots created by the recordation of the Souza Large Lot Final Map(s) set forth in Section 7.1.4 shall continue until such time as the necessary improvements, as determined by the City, have either been completed or sufficient security to complete the improvements has been provided.
- (c) The Souza Small Lot Tentative Subdivision Map shall be valid until 11:59 p.m. on September 24, 2035.
- (d) The Poppy Keys Southwest Tentative Subdivision Map shall be valid until 11:59 p.m. on September 24, 2035.
- (e) The Esplanade West Tentative Subdivision Map shall be valid until 11:59 p.m. on September 24, 2035.
- (f) Except as otherwise provided in Exhibit 2 hereto, the restriction to the City of imposing new City development impact fees provided under this Agreement shall be valid only until 11:59 p.m. on September 24, 2025; provided, however, that such restriction shall not preclude the City from enacting and applying to the Project increases in the applicable development impact fees based on normal updates to the City-wide fee programs, to the extent that any such increase applies to the Project on the same basis as applied to all other properties in the City.

Should any Developer be found in breach of this Agreement following completion of the Default procedures set forth in Sections 14.1, 14.2 and 14.3 of this Agreement, all Vested Rights listed above excluding subsection (b), which shall remain in effect until such time as all of the requirements of Section 7 are fulfilled, shall terminate and be of no further force and effect with respect to the Defaulting Developer and the Defaulting Developer's Property.

- 4.1. Automatic Termination Upon Sale and Completion of Individual Small Lots. Except as otherwise provided herein, this Agreement shall automatically be terminated with respect to any improved commercial lot or residential lot within a parcel that is shown on a Final Subdivision Map and designated by the Project Approvals for such use, without any further action by any party or need to execute or record any additional document(s), upon issuance by City of a final occupancy certificate for a residential or non-residential structure or dwelling unit upon such lot and conveyance of such lot by a Developer to a bona-fide, good-faith purchaser. In connection with its issuance of a final inspection for such lot, City shall confirm that all improvements which are required to serve the lot have been completed and dedicated to and accepted by City, and all applicable fees have been paid by such Developer. Termination of this Agreement as to any such lot shall not be construed to terminate or modify any applicable assessment district or special tax lien with respect to such lot.
- 4.2. Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of the Parties; provided, however, that any termination by consent of a Developer shall apply only to the Property held by that

Developer and shall not apply to any Property held by any other Developer. Any fees paid or improvements dedicated to the City prior to the effective date of such termination shall be retained by City.

- 4.3. Effect of Termination. Termination of this Agreement, whether by mutual written consent as provided in Section 4.2, default as provided in Section 14, or by expiration of its own accord, shall not: (1) affect any obligation under this Agreement owed by one Party to another which has already arisen under the terms of this Agreement as of the date of such termination and which remains unsatisfied as of the effective date of termination; (2) affect those provisions of this Agreement which provide that they shall survive the termination of this Agreement; (3) be construed to terminate or modify an applicable covenant, condition, servitude or restriction that runs with the land and binds Successors; (4) affect the validity of any structure on the Property or improvement which is completed as of the date of termination and is in compliance with all necessary permits; or (5) prevent a Developer from completing any structure on the Property or improvement under construction at the time of termination, provided that any such structure or improvement is completed in accordance with all necessary permits.

- 4.3.1. Upon termination of this Agreement, whether by mutual written consent as provided in Section 4.2, default as provided in Section 14, or by expiration of its own accord, the Project Approvals and any amendments thereto shall remain in effect and not automatically be repealed or rescinded, but Developer shall no longer have a vested right to them except to the extent that Developer has independently acquired a common law vested right to them.

## 5. Project Approvals and Vested Rights

- 5.1. Vesting of Project Approvals. Commencing on the Effective Date, and at all times during the terms of the Souza Large Lot Tentative Subdivision Map, the Souza Small Lot Tentative Subdivision Map, the Poppy Keys Southwest Tentative Subdivision Map, and the Esplanade West Tentative Subdivision Map, as set forth in Section 4, Developer shall have Vested Rights in the Project Approvals, subject to the limitations set forth in this Agreement.

- 5.2. Subsequent Approvals. The Parties acknowledge that to develop the Project on the Property, Developer will need to obtain City approval of various Subsequent Approvals (as defined in Section 2.27). For any Subsequent Approval proposed by Developer, Developer shall file an application with City for the Subsequent Approval at issue in accordance with the requirements of the City Municipal Code. Provided that such application is in a proper form and includes all required information and payment of any applicable fees, City shall diligently and expeditiously process each such application and City shall exercise its discretion and Developer shall pay all costs associated therewith. City shall retain the full range of its discretion in its consideration of any and all Subsequent Approvals as provided for under applicable law.

- 5.2.1. Substantial Conformance. To the extent that an application for a Subsequent Approval does not propose either (a) a net reduction in overall employment acreage within the Project, or (b) a net increase in the number of single-family residential units within the Project, the proposed modification(s) may be deemed by the City to substantially conform to the Project Approvals and to all previously-issued Subsequent Approvals, and the fact that such application would result in

adjustments to street and lot patterns, lot sizes and specific land uses within the Property (without reducing employment-generating acreage and without increasing the number of permitted residential units) may not, in and of itself, be a basis for the City to deny such application, at the discretion of the City.

- 5.2.2. Parkland Requirements. City hereby acknowledges and agrees that the Project, based upon the household sizes applicable to SEPA, is expected to generate demand for 35.17 acres of parkland. As illustrated in the respective tentative maps for the Project, the Project will provide 26.54 acres of public parks that will be owned and maintained by the CCSD and which shall be fully creditable against Developers' parkland obligation of 35.17 acres. The City and Developers anticipate that additional private parkland, open space and recreational facilities, to be owned and maintained by a homeowners association that shall be formed for the gated neighborhood included in a portion of Phase 1 and all of Phase 3, will be constructed by the Developers as part of the Project. Credit for such additional private parkland, open space and recreational facilities against Developers' parkland obligation of 35.17 acres shall be determined by the City in accordance with EGMC Sections 22.40.065 and 22.40.070 prior to approval of the first final map within the Esplanade West Tentative Subdivision Map area. Developers shall secure credits from within SEPA or provide in lieu fee payment to the City (as provided in EGMC Chapter 22.40) for the remaining balance of Developers' parkland obligation (after accounting for Developers' provision of the 26.54 acres and the City's determination of the credit for the additional private parkland, open space and recreational facilities described in this Section 5.2.2).
- 5.2.3. Village Center Area. The areas designated as Mixed Use Village Center (MUV), Mixed Use Residential (MUR), and High Density Residential (HDR) on the SEPA Special Planning Area Land Plan (as amended), are generally referred to as the Village Center Areas. The Village Center Areas shall be required to undertake additional Development Plan Design Review consistent with the requirements of EGMC Section 23.16.080.B.6 prior to approval of any development or improvement plans. The City acknowledges the Village Center Areas may be developed by independent owners over an extended period of time. As such, Developers and City herein agree that the Development Plan Design Review processes for the Village Center Areas may proceed independent of each other and independent of the development processes for Phase 1A, Phase 1B, Phase 2, and Phase 3 as shown on Exhibit 4 hereto, consistent with the provisions of the Community Plan, the Project Approvals and this Agreement. The Conditions of Approval provide a process for the review and completion of this requirement.
- 5.3. City's Reserved Discretion; Subsequently Adopted Rules. City may apply to the Property and the Project any new or modified rules, regulations and policies adopted after the Effective Date ("**Subsequently Adopted Rules**"), only to the extent that such Subsequently Adopted Rules are generally applicable to other similar residential and non-residential (as applicable) developments in the City of Elk Grove (including other areas of the SPA) and only to the extent that such application would not conflict with any of the Vested Rights granted to Developer under this Agreement.
  - 5.3.1. For purposes of this Agreement, any Subsequently Adopted Rule shall be deemed to conflict with Developers' Vested Rights hereunder if it:

Amended and Restated Development Agreement  
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- 5.3.1.1. Seeks to limit or reduce the density or intensity of development of the Property or the Project or any part thereof.
  - 5.3.1.2. Would change any land use designation or permitted use of the Property without the consent of Developer.
  - 5.3.1.3. Would limit or control the location of buildings, structures, grading, or other improvements of the Project, in a manner that is inconsistent with the Project Approvals, subject to this Agreement.
  - 5.3.1.4. Would limit the timing or rate of the development of the Project. City hereby acknowledges and agrees that subject to the provisions of Exhibits 3 and 4, Developer shall have the right to develop the Project on the Property (or any portion thereof) at such rate, and at such times as Developer deems appropriate within its exercise of subjective business judgment. City further acknowledges and agrees that, except as expressly provided to the contrary herein, including Exhibits 3 and 4, this Agreement does not require Developer to commence or complete development of the Project or any portion thereof within any specific period of time. This limitation on Subsequently Adopted Rules is expressly intended to prohibit City Council initiated moratoria or other City Council initiated land use or growth controls for a period of ten (10) years. Such moratoria or land use growth controls that are adopted by a vote of the electorate of the City of Elk Grove pursuant to initiative are not prohibited.
  - 5.3.1.5. Seeks to impose on the Property or the Project any Development Impact Fees that are not in effect on the Effective Date of this Agreement, except as otherwise provided in Exhibit 2 hereto.
- 5.3.2. Notwithstanding the foregoing, and by way of example but not as a limitation, City shall not be precluded from applying any Subsequently Adopted Rules to development of the Project on the Property where the Subsequently Adopted Rules are:
- 5.3.2.1. Specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date as provided in Government Code Section 65869.5;
  - 5.3.2.2. Specifically mandated by a court of competent jurisdiction;
  - 5.3.2.3. Changes to the Uniform Building Code or similar uniform construction codes, or to City's local construction standards for public improvements so long as such code or standard has been adopted by City Council and is in effect on a Citywide basis;
  - 5.3.2.4. Changes to development standards set forth in the SPA and City's zoning ordinance that do not eliminate an established land use designation or a permitted use, provided that the allowable changes described in this Agreement may not be applied to development of the Project on the Property earlier than for a period of ten (10) years from the Effective Date; or



- 5.3.2.5. Required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate and substantially adverse risk on the health or safety of the surrounding community as reasonably determined by City.
- 5.3.3. Notwithstanding the foregoing, and as provided in Section 16 below, a Developer or any Successor may request, and the City may consent to the application of, Subsequently Adopted Rules as provided for in an amended SPA or other City regulation that would be applicable to the Property subject to the terms of this Agreement. Application of the Subsequently Adopted Rules shall not constitute an amendment to this Agreement. An individual Developer's agreement to apply Subsequently Adopted Rules shall be applicable only to that Developer's interest in the Project and/or Property and shall not be binding on another Developer or other Successor parties without their express written consent.
- 5.4. Building Codes Applicable. The Project shall be constructed in accordance with the California Building Standards Codes, Title 24 of the California Code of Regulations, as adopted and amended by City, as the same shall be in effect as of the time of approval of the permit in question. If no permit is required for a given infrastructure improvement or other improvement, such improvement will be constructed in accordance with said Codes in effect in the City as of the commencement of construction of such improvement.
- 5.5. Meet and Confer. If a Developer believes that City is taking action that may impair a Vested Right conferred by this Agreement, Developer shall provide written notice to City describing the basis for Developer's position within thirty (30) days of such claim and shall request a meeting within 30 days with the City. If no such meeting is requested, no such impairment can be claimed. This shall not impair any right to interim relief such as an injunction or temporary restraining order. Before taking such action, City shall meet and confer with Developer in a good faith effort to arrive at arrive at a mutually acceptable solution
- 5.6. Referendum. Developers acknowledge that those Project Approvals which are legislative land use approvals are potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Developers shall not acquire a vested right to any legislative land use approval (or to any amendment thereto): (1) while such approval or amendment is still potentially subject to referendum as provided in Section 9235 of the California Elections Code, or (2) in the event that such approval or amendment is reversed by referendum
- 5.7. Court Order or Judgment. Notwithstanding anything in this Agreement to the contrary, a Vested Right acquired by a Developer with respect to any Project Approval shall be deemed a nullity without compensation to Developer in the event that such Project Approval is overturned or set aside by a court of law. An invalidated Project Approval shall regain its vested right status in the event the court's decision invalidating the Project approval is reversed on appeal.
6. Term of Subdivision Maps. The term or "life" of any Tentative Subdivision Maps for the Project shall be as provided in Section 4 above.

7. Souza Large Lot Final Subdivision Map.

7.1. Developers and City acknowledge that the Souza Large Lot Final Subdivision Map is for the purposes of (a) creating rights-of-way and easements to facilitate the construction of public roadways and major infrastructure facilities needed to serve the Property and the adjacent SEPA employment lands; and (b) allowing Developers to market and sell the subdivided parcels. To further facilitate and achieve these purposes, Developers and City herein agree that:

7.1.1. Except as otherwise set forth in this Section 7, no bonding, financial security, or other encumbrances shall be required as conditions of approval or prior to recordation of the Souza Large Lot Final Subdivision Map, provided the terms of this Agreement are satisfied. Consistent with the Parties' intent as described in this Section 7 (including subsections thereto), Developers' compliance with Conditions of Approval numbers 15, 17-25, and 31 set forth in Exhibit C (Conditions of Approval – Large Lot Tentative Subdivision Map) to Elk Grove City Council Resolution No. 2015-164 shall not be required prior to City's approval or a Party's recordation of the Souza Large Lot Final Subdivision Map that substantially conforms to the Large Lot Tentative Subdivision Map approved by Resolution No. 2015-164. Said Exhibit C to Resolution No. 2015-164, including the referenced Conditions of Approval, attached to this Agreement as part of Exhibit 5.A hereto. The intent of this provision is to allow Developers to secure approval of the Souza Large Lot Final Subdivision Map for purposes of sale and/or finance only, but not for development, without having to construct backbone infrastructure improvements and/or annex into community facilities districts or assessment districts prior to approval of the Souza Large Lot Final Subdivision Map, provided that no physical development may occur on the Souza Large Lot Final Subdivision Map without compliance with the above referenced Conditions of Approval, which compliance with said Conditions of Approval, and all other applicable Souza Large Lot and Small Lot Conditions of Approval shall occur prior to approval of any Souza Small Lot Final Map and/or building permit application, whichever occurs first, for a property included within the Souza Large Lot Final Subdivision Map property. Notwithstanding the foregoing, the City may, in its discretion, allow the Developers to proceed with grading of the Souza Large Lot Final Subdivision Map property provided that Developers comply with the following Conditions of Approval: 9 (compliance with mitigation measures to the extent they are tied to grading, including, without limitation Swainson's Hawk and agricultural mitigation); 11 (destruction of septic tanks); 12 (payment of MMRP fee); 13 (discovery of artifacts); 14 (discovery of human remains); and 16 (well survey) and compliance with the other terms of this Agreement.

7.1.2. Mass grading on the Property shall be allowed, subject to Developer providing bonding or other security in such forms as are allowed by the Subdivision Map Act and the Elk Grove Municipal Code, and subject to the issuance of a grading permit.

7.1.3. Construction shall be allowed for roadways and utilities for which rights-of-way or easements are provided on the Large Lot Final Subdivision Map, subject to Developer entering into a public improvement agreement and providing bonding or other security in such forms as are allowed by the Subdivision Map Act and Elk Grove Municipal Code prior to the issuance of a construction or building permit, as applicable.

7.1.4. Prior to the satisfactory completion, as reasonably determined by City, of the public improvements (Project Major Infrastructure and portions of the SEPA Major Infrastructure) necessary to provide improved public access to a Large Lot created by the Souza Large Lot Final Subdivision Map (collectively, the "**Necessary Improvements**"), or provision of security for such Necessary Improvements, Developers acknowledge and agree that Developers will not be entitled to the issuance of any building permits for structures on that Large Lot, and will not be entitled to approval of any Small Lot Final Subdivision Map applicable to any property that is covered by that Large Lot.

8. Fees, Improvements and Mitigation Measures

8.1. Development Impact Fees. Developers shall pay or cause to be paid, at the time normally required by the City or as specified in the Conditions of Approval, the Applicable Development Impact Fees in the amounts due and in effect at the time of payment, unless otherwise noted herein or in conformance with a fee deferral program administered by any specific agency or district. Consistent with Section 5.3.1.5 above, and any and all provisions of this Agreement to the contrary notwithstanding, Developers shall not be required to pay any Development Impact Fees adopted by City after the Effective Date of this Agreement except as otherwise provided in Exhibit 2.

8.2. Credits and Reimbursements. Developers shall be eligible for reimbursement in the form of cash or credits for all development of the Project on the Property, including without limitation all land acquisitions and dedications, in accordance with the City's normal rules and practices including, without limitation, Elk Grove Municipal Code Chapters 16.95 and 22.40 and all other applicable Codes and Policies for cash or credit and reimbursement, and as otherwise provided herein. City will provide reimbursement to the Project against public improvements and land dedications covered under existing Development Impact Fee Programs or Community Facilities Districts or those created to apply to the SEPA by the City Council. The applicable fee programs and/or use of Community Facilities District bond proceeds or special taxes as a source of cash or credit reimbursement shall be governed by their respective governing documents (as to Community Facilities Districts, including but not limited to the bond indenture and acquisition agreement and as to Development Impact Fee Programs, the applicable Nexus Reports) which shall set forth how reimbursement is to occur and which shall include applicable limitations imposed by the City in accordance with the City's Land Secured Financing Policy dated December 13, 2013 (and any subsequent amendments thereto) or otherwise imposed, which shall include that in no event may Developers be reimbursed twice (as determined by the City) for the same facility.

8.3. Project Specific Parks and Trails. Developers shall have the right, but not the obligation, to design and construct the parks and trails within the Project, provided that if a Developer exercises such right, it shall design and construct such parks and trails in accordance with applicable SEPA and City and CCSD standards (and to the reasonable satisfaction of City and the CCSD) within time frames mandated by City and the CCSD as may be required by the October 4, 2019 Memorandum of Understanding between the City of Elk Grove and the Cosumnes Community Services District Concerning the Development of Park and Recreation Facilities (City Contract No. C-19-510) and any amendment, extension, or subsequently approved similar

document. Park lands shall be dedicated by Developer as part of its standard final mapping processes.

- 8.4. Mitigation of EIR Impacts. Development of the Project on the Property shall conform to and implement the Mitigation Measures in accordance with the schedule in the mitigation monitoring plan adopted by the City Council in connection with the certification of the SEPA EIR.
- 8.5. Liens. Whenever a Developer shall dedicate an interest in land to the City, the property shall be free and clear of all liens, taxes, assessments and encumbrances except as allowed by the City.
- 8.6. Escrow Account. An escrow account may be used at the City's discretion, in connection with any of Developer's required dedications. All fees and costs of such escrow accounts shall be shared equally by the Parties.
- 8.7. Other Public Agencies. Nothing in this Agreement is intended to affect the authority of public agencies other than the City to impose dedications or improvement conditions or fees on development of the Property.
- 8.8. City Engineer. All improvements and work performed by Developers in connection with the Project shall be to the reasonable satisfaction of either the City Engineer or Public Works Director or Development Services Director, or their designee(s).

9. Participation in Existing City Community Facilities and/or Assessment Districts

- 9.1. Annexation. Prior to the approval of any Small Lot Final Subdivision Map for the Project, Developer shall consent to annexation of that portion of the Property to the City's facilities maintenance and services financing districts as provided in the Conditions of Approval.
- 9.2. Assessment Rate. The assessment rate for each maintenance or service district shall be calculated and determined by the City in its sole discretion and shall be subject to annual adjustments in accordance with the provisions of the applicable district, state and local rules and regulations and City policies and practices.

10. Formation of New Community Facilities District (New CFD)

- 10.1. Formation. Developers, or any of them, may petition for the formation of one or more New CFDs for the purpose of financing the acquisition or construction of any Project Major Infrastructure required by this Agreement, and/or for any other SEPA Major Infrastructure necessary for development of the Project, and issuing bonds thereon. The decision of whether to undertake and/or complete New CFD formation procedures shall be within the absolute discretion of the City.
- 10.2. Costs – Formation. Developers shall be solely responsible for the costs of forming and establishing any New CFDs, or other Applicable Development Impact Fee programs. Such establishment shall be pursuant to and subject to the City's Land Secured Financing Policy dated December 13, 2013, and any subsequent amendments by the City. Deposit(s) shall be required as the City determines are appropriate.

- 10.3. Costs – Construction. Developers acknowledge there shall be no cost to City arising out of the construction of the public improvements necessary for the Project, other than as fee credits and/or reimbursements from the existing or new Applicable Development Impact Fee programs, subject to Section 8.2.
- 10.4. Payment Prior to Issuance of Bonds. Nothing in this Agreement shall preclude the payment by an owner of any of the parcels to be included within a New CFD of an amount equal to its proportionate share of costs for the improvements to be financed by the New CFD, or any portion thereof, prior to the issuance of bonds.
- 10.5. Acquisition and Payment. Prior to constructing any public improvements contemplated by, and subject to an acquisition in, an existing CFD or a New CFD, Developer and City shall execute an Acquisition Agreement that provides for, among other things, the payment (including progress payments) for and City's acquisition of the contemplated public improvements and/or specific beneficial elements of such improvements. City's payments for such public improvements and beneficial elements thereof shall be funded from either CFD bond proceeds, or impact fee funds funded by CFD bond proceeds, to the extent sufficient funding capacity exists in an existing CFD or a New CFD to acquire the public improvements and beneficial elements and may be paid to the person or entity constructing the public improvements and/or beneficial elements, or directly to the contractors responsible for such construction.

#### 11. Formation of New Assessment Districts (New AD)

- 11.1. Formation. Developer may petition for the formation of a New AD(s) for the purpose of maintaining any Project Major Infrastructure and/or SEPA Major Infrastructure required by this Agreement. The decision of whether to initiate New AD formation procedures shall be within the absolute discretion of the City, for which such petition may not be unreasonably denied.
- 11.2. Costs – Formation. Developer shall be solely responsible for the costs of forming and establishing any New ADs. Such establishment shall be pursuant to and subject to the City's Land Secured Financing Policy dated December 13, 2013, and any subsequent amendments by the City.
- 11.3. Costs – Maintenance. Developers acknowledge there shall be no cost to City arising out of the maintenance of the SEPA Major Infrastructure or Project Major Infrastructure, or other public infrastructure established to serve the Project, other than from existing or new City Assessment District programs established pursuant to all applicable laws. It is anticipated that Developers shall be placed in Community Facilities District 2006-1 and an appropriate subset zone or zones has yet to be determined by City staff. Developers may provide any input they deem appropriate to the City to assist the City in its determination as to the correct zone(s) for the Project. CFD 2006-1 has a maintenance component for both City-wide maintenance and maintenance specific to the location of the Project. It should be noted that Developers are also conditioned to participate in Stormwater Drainage Fee Zone 2, Police Services 2003-2, and Street Maintenance.
- 11.4. Costs of Maintenance Obligations. Developers acknowledge the total annual cost of the maintenance obligations will not be known as of the Effective Date, and therefore will be determined thereafter. The determination of costs shall be in the sole discretion

of the City. The annual assessment of the New AD shall be adjusted annually consistent with City policy and practice, based upon an index approved by the City.

12. Establishment of Homeowners' and/or Business Owners' Association(s)

- 12.1. Formation. Developers may cause to be established or shall cause to be established where required by law, one or more Homeowners' and/or a Business Owners' Associations or other non-governmental entity, to the reasonable satisfaction of the City, to own and perform the maintenance of private, common area improvements within the Project, if such areas are designated by the Developer.
- 12.2. Bylaws and CC&Rs. The City shall have the right but not the obligation to approve and enforce all bylaws for any Homeowners' and/or Business Owners' Associations and all Covenants, Conditions and Restrictions on the Property as they pertain to maintenance and repair obligations and parking restrictions on any private roads if such areas are designated by Developer.

13. Amendments to this Agreement

- 13.1. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of all of the Parties hereto and in accordance with the procedures of the Development Agreement Law.
- 13.2. Amendment of Project Approvals. Any amendment of Project Approvals shall require an amendment of this Agreement in accordance with the procedures of the Development Agreement Law. Amendments of Subsequent Approvals shall not require amendment of this Agreement.

14. Default

- 14.1. Default. The failure of any Party to this Agreement to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an event of default. (For purposes of this Agreement, a Party asserting that another Party is in default shall be referred to as the "**Complaining Party**" and the Party asserted to be in default shall be referred to as the "**Defaulting Party**".)
- 14.2. Notice. The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.
- 14.3. Cure. The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. If the default is not cured within 30 days of receipt of such notice, the Defaulting Party shall be in breach of this Agreement; provided, however, that if the default cannot be reasonably cured within such 30-day period, the default shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty

(30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than ninety (90) days after receipt of the first notice of default.

- 14.4. Remedies. If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to the Defaulting Party and may pursue such legal and equitable remedies as are available under this Agreement.
- 14.5. Waiver of Damages. Developers acknowledge that under the Development Agreement Law, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developers therefore waive all claims for damages against the City in the event that this Agreement or any Project Approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions or deletions to which Developers are opposed. Developers further acknowledge 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 Developers waive all claims for monetary damage against the City in this regard. 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 Developers, and that therefore, Developers hereby waive 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 Developers' or City's rights to equitable remedies as permitted by law, such as injunctive and/or declaratory relief, provided that Developers waive any claims to monetary damages in conjunction with any such requested relief.
- 14.6. Rescission. In the event Developers believe that the purposes of this Agreement have been frustrated by the City Council's approval of this Agreement or any Project Approval with new changes, amendments, conditions or deletions to which Developer is opposed, Developer shall have ten (10) days after such approval in which to provide written notice to the City that this Agreement shall be rescinded, without any further liability of the Parties. However, if any maps have been recorded the restriction on issuance of building permits and recordation of Small Lot Final Maps shall remain in effect.

## 15. Insurance and Indemnity

- 15.1. Indemnification, Defense and Hold Harmless. Developers shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City (as defined in this Agreement) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Project, the Project Approvals or the Property (including any challenge to the adoption or validity of any provision of this Agreement or the Project Approvals, and including any actions or inactions of Developers' contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project), or Developers' failure to comply with any of their obligations in this Agreement, or Developers' failure to comply with any current or prospective law; provided, however, that Developers shall have no obligations under this Section for such loss or damage which was caused

by the sole negligence or willful misconduct of the City, or with respect to the maintenance, repair or condition of any Improvement after dedication to and acceptance by the City or another public entity (except as provided in an improvement agreement or warranty bond). This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

15.1.1. In the event of any administrative, legal or equitable action instituted by any third party challenging this Agreement or any City approval, consent or action made in connection with this Agreement (each a "**Third Party Challenge**"), the City may tender the defense to Developers. In the event of such tender, Developers shall indemnify the City against any and all fees and costs arising out of the defense of such Third Party Challenge. Developers shall be entitled to direct the defense of such Third Party Challenge, provided the City's consent shall be required for any settlement.

15.1.2. If Developers should fail to timely accept a tender of defense as provided above, City (and CCSD, as applicable) may assume the control of the defense and settlement of such Third Party Challenge and make any decisions in connection therewith in its sole discretion. Such assumption of the defense by the City shall not relieve Developers of their indemnification obligations for such Third Party Challenge.

15.2. Required Policies. Developers shall at all times during any construction activity with respect to the Project maintain a policy in an amount of \$2 million combined single limit of: (1) comprehensive general liability insurance with policy limits reasonably acceptable to the City; and (2) Workers' Compensation insurance for all persons employed by Developers for work at the Project site. Developers shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for their respective employees.

15.3. Policy Requirements. The aforesaid required policies shall: (1) contain an additional insured endorsement naming the City, its elected and appointed boards, commissions, officers, agents, employees and representatives; (2) include either a severability of interest clause or cross-liability endorsement; (3) require the carrier to give the City at least fifteen (15) business days' prior written notice of cancellation or reduction in coverage; (4) be issued by a carrier admitted to transact insurance business in California; and (5) be in a form reasonably satisfactory to the City.

15.4. Evidence of Insurance. Prior to commencement of any construction activity with respect to the Project, Developers shall furnish evidence satisfactory to the City of the insurance required above.

## 16. Binding Effect on Successors

### 16.1. Assignment.

16.1.1. Each Developer shall have the right to assign or transfer all or any portion of its interests, rights, or obligations under the Project Approvals, this Agreement, and the Subsequent Approvals to Successors acquiring a legal or equitable interest in the Property, or any portion thereof, as provided for herein.



16.1.2. Developers shall provide the City Manager notice of any sale, transfer, or assignment of all or any portion of the Property or the controlling interest in the ownership of a Developer entity not less than ten (10) business days prior to the effective date of such sale, transfer or assignment. No sale, transfer or assignment of all or any portion of the Property by a Developer shall be effective without the written consent of the City Manager, which consent shall not be unreasonably withheld; however, the assignee, to the extent to which they are assuming the obligation, shall demonstrate sufficient financial backing, experience, and capacity to deliver the necessary SEPA Major Infrastructure and Project Major Infrastructure to serve the Project and fulfill the terms of this Agreement. Upon issuance by the City Manager of written consent of such sale, assignment or transfer, the Developer shall be released from any further liability or obligation hereunder related to that portion of the Property so conveyed, and the Successor shall be deemed to step into the shoes of such Developer for purposes of this Agreement with respect to such conveyed property.

16.1.3. The City Manager's withholding of consent shall be deemed reasonable if the proposed assignee is unable to satisfy the City that it possesses the financial resources to pay the fees, make dedications or complete improvements required under this Agreement.

16.1.4. Any attempt to assign any rights under this Agreement without the written consent of the City Manager as provided in this Section 16 shall be void and constitute a default under this Agreement.

16.1.5. Transfer Agreements

16.1.5.1. In connection with the transfer or assignment by a Developer of all or any portion of the Property, such Developer and the Successor shall enter into a written transfer agreement ("**Transfer Agreement**") regarding the respective interests, rights, and obligations of Developer and the Successor in and under the Project Approvals, this Agreement, and the Subsequent Approvals. Such Transfer Agreement must be in a form approved by the City and shall, to the extent applicable and approved by the City:

- (a) Release the Developer, in whole or in part, from obligations under the Project Approvals and this Agreement, or the Subsequent Approvals that pertain to that portion of the Property being transferred, as described in the Transfer Agreement, provided that the Successor expressly assumes such obligations and City consents to Successor's assumption;
- (b) Transfer to the Successor vested rights, to the extent provided in this Agreement, to improve that portion of the Property being transferred;
- (c) Require the Successor to secure all required bonds and insurance as required under this Agreement; and

- (d) Address any other matter deemed by Developer, Successor and/or City to be necessary or appropriate in connection with the transfer or assignment of this Agreement.
- 16.1.5.2. The Developer and/or Successor shall pay to City all of City's reasonable costs associated with review, approval or denial, and/or appeal of the Transfer Agreement, including but not limited to City staff time (including staff, agents, and authorized consultants) and resources, including but not limited to preparation and production of Staff Report(s) and publication of hearing notice(s) as City deems necessary.
- 16.1.5.3. Any Transfer Agreement shall be binding on Developer and the Successor. The Transfer Agreement shall be recorded by the City on the subject properly at Successor's expense.
- 16.1.6. Subsequent Assignments. Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Section.
- 16.1.7. Runs with the Land. Except as otherwise provided in this Section 16, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1466 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property: (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.
- 16.1.8. Subsequently Adopted Rules. As provided in Section 5.3.3 above, the City and any individual Successor may mutually agree, in a writing signed by the Parties, to apply to the Property and the Project any Subsequently Adopted Rules that would otherwise not be applicable to the Property under this Agreement.

## 17. Miscellaneous

- 17.1. Estoppel Certificate. Any Party may at any time request the other Parties to certify in writing that: (1) this Agreement is in full force and effect; (2) this Agreement has not been amended except as identified by the other Parties; and (3) to the best knowledge of the other Parties, the requesting Party is not in default, or if in default, the other Parties shall describe the nature and any amount of any such default. The other Parties shall use their best efforts to execute and return the estoppel certificate to the requesting Party within thirty (30) days of the request. The City Manager shall have authority to execute such certificates on behalf of the City.
- 17.2. Recordation. This Agreement shall not be operative until recorded with the Sacramento County Recorder's office. The City Clerk shall cause the recording of this

Agreement at Developers' expense with the County Recorder's office within ten (10) days of its execution by all the Parties and shall cause any amendment to this Agreement or any instrument affecting the term of this Agreement to be recorded within ten (10) days from date on which the same becomes effective. Any amendment to this Agreement or any instrument affecting the term of this Agreement which affects less than all of the Property shall contain a legal description of the portion thereof that is the subject of such amendment or instrument.

- 17.3. Notices. All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

Notice required to be given to the City shall be addressed as follows:

City of Elk Grove  
Attn: Development Services Director  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
(With a copy to the City Manager)

Notice required to be given to Developers shall be addressed as follows:

Big Horn RBVP, L.P.  
Attn: Scott Kepner  
940 Emmett Avenue, Suite 200  
Belmont, CA 94002

KCB Land, LLC  
Attn: Katherine Bardis-Miry  
10630 Mather Boulevard  
Mather, CA 95655

Elk Grove Land Investments, LLC  
Attn: Katherine Bardis-Miry  
10630 Mather Blvd.  
Mather, CA 95655

EG Land Investors, L.P.  
Attn: Scott Kepner  
940 Emmett Avenue, Suite 200  
Belmont, CA 94002

Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

- 17.4. Further Assurances, Consent and Cooperation. The Parties agree to execute such additional instruments as are reasonably necessary to effectuate the Parties' intent of this Agreement; provided however, that the City Council's discretion to vote in a

- particular manner cannot be constrained and that the City shall not be required to incur any costs thereby. Whenever the consent or approval of the other Party is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall cooperate in good faith in obtaining any permits, entitlements or approvals required by other government entities for the Project.
- 17.5. Business Relationship. The Parties acknowledge that Developers, and each of them, are not an agent, joint venturer, or partner of the City.
- 17.6. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties hereto and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement.
- 17.7. Force Majeure. No Party shall be liable for, and each Party shall be excused from, any failure to deliver or perform or for delay in delivery or performance (except any obligation to pay any sum of money) due to any act of God.
- 17.8. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.
- 17.9. Liability of Officials. No City official or employee shall be personally liable under this Agreement.
- 17.10. Delegation. Any reference to any City body, official, or employee in this Agreement shall include any designee of that body, official or employee, except where delegation is prohibited by law.
- 17.11. Severability. Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
- 17.12. Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the Parties.
- 17.13. Counterparts. This Agreement may be signed in one or more counterparts and will be effective when all of the Parties have affixed their signatures to the counterparts, at which time the counterparts together shall be deemed one original document; provided, however, that all executed counterparts are provided to the City Clerk.
- 17.14. Interpretation. The Parties acknowledge that this Agreement has been negotiated by all Parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by all Parties.
- 17.15. Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits thereto, this Agreement shall prevail.
- 17.16. Incorporation. The recitals and all defined terms in this Agreement are part of this Agreement. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

Exhibit 1: Legal Descriptions

A: Legal Description for EG LAND INVESTORS, L.P. PROPERTY

B: Legal Description for ELK GROVE LAND INVESTMENTS, L.L.C. PROPERTY

C: Legal Description for BIG HORN RBVP, L.P. PROPERTY

D: Legal Description for KCB LAND, L.L.C. PROPERTY

Exhibit 2: Development Impact Fees

Exhibit 3: Developers' Backbone Infrastructure Obligations for Each Development Phase

Exhibit 4: Development Phases

Exhibit 5: Resolutions

A: Elk Grove City Council Resolution 2015-164

B: Elk Grove City Council Resolution 2021-031

C: Elk Grove City Council Resolution 2021-218.

Exhibit 6: Exhibit C to Resolution 2015-164



17.17. Compliance with Laws. In connection with their performance under this Agreement, Developers shall comply with all applicable present and prospective Laws.

17.18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Sacramento.

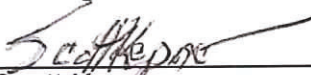
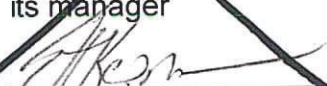
17.19. Time of the Essence. Time is of the essence with respect to all rights, obligations and provisions of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Agreement has been executed as of this \_\_\_\_ day of August 2021.

<p><b>CITY OF ELK GROVE</b></p> <p>By: _____ Name: _____ Title: City Manager</p>	<p>By: _____ Name: _____ Title: City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ Name: Jonathan P. Hobbs Title: City Attorney</p>	
<p><b>BIG HORN RBVP, L.P.,</b> a California limited partnership</p> <p>By: Delaware Retail Control, LLC, a Delaware limited liability company, its general partner</p> <p>By: VPI 2004, Inc., a California corporation, its manager</p> <p>By: _____ Name: _____ Title: _____</p>	<p><b>KCB LAND, LLC</b></p> <p>By:  Name: Katherine Bardis-Miry Title: Manager</p>
<p><b>ELK GROVE LAND INVESTMENTS, LLC,</b> a California limited liability company</p> <p>By: Artisan Land Investments, LLC, a California limited liability company, its manager</p> <p>By: Artisan Land Holdings, Inc., a California corporation, its manager</p> <p>By:  Name: Katherine Bardis-Miry Title: Secretary</p>	<p><b>EG LAND INVESTORS, L.P.</b> a California limited partnership</p> <p>By: Delaware Retail Control, LLC, a Delaware limited liability company, its general partner</p> <p>By: VPI 2004, Inc., a California corporation, its manager</p> <p>By: _____ Name: _____ Title: _____</p>

IN WITNESS WHEREOF, this Agreement has been executed as of this \_\_\_ day of August 2021.

<p><b>CITY OF ELK GROVE</b></p> <p>By: _____ Name: _____ Title: City Manager</p>	<p>By: _____ Name: _____ Title: City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ Name: Jonathan P. Hobbs Title: City Attorney</p>	
<p><b>BIG HORN RBVP, L.P.,</b> a California limited partnership</p> <p>By: Delaware Retail Control, LLC, a Delaware limited liability company, its general partner</p> <p>By: VPI 2004, Inc., a California corporation, its manager</p> <p>By: <u></u> Name: <u>Scott Kepner</u> Title: <u>Senior Vice President</u></p>	<p><b>KCB LAND, LLC</b></p> <p>By: _____ Name: Katherine Bardis-Miry Title: Manager</p>
<p><b>ELK GROVE LAND INVESTMENTS, LLC,</b> a California limited liability company</p> <p>By: Artisan Land Investments, LLC, a California limited liability company, its manager</p> <p>By: Artisan Land Holdings, Inc., a California corporation, its manager</p> <p>By: _____ Name: _____ Title: _____</p>	<p><del><b>ELK GROVE LAND INVESTMENTS, L.P.</b> as of July 11, a California limited partnership</del></p> <p><del>By: Delaware Retail Control, LLC, a Delaware limited liability company, its general partner</del></p> <p><del>By: VPI 2004, Inc., a California corporation, its manager</del></p> <p><del>By: <u></u> Name: <u>Scott Kepner</u> Title: <u>Senior Vice President</u></del></p>

Amended and Restated Development Agreement  
August 2021

**EXHIBIT 1**  
**LEGAL DESCRIPTIONS**



Amended and Restated Development Agreement  
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**EXHIBIT 1.A**

**LEGAL DESCRIPTION  
EG LAND INVESTORS, L.P. PROPERTY**

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

Parcels "A" and "B" of Parcel Map entitled "Being the Southeast 1/4 of Section 11, and the Southwest 1/4 of Section 12, the Northwest 1/4 of Section 13, and the Northeast 1/4 of Section 14, Township 6 North, Range 5 East, M.D.B. & M., Sacramento County," filed February 6, 1973, in Book 10 of Parcel Maps, Page No. 27.

APN: 132-0320-006-0000

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**EXHIBIT 1.B**

**LEGAL DESCRIPTION  
ELK GROVE LAND INVESTMENTS, L.L.C. PROPERTY**

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

THE WEST 460 FEET OF THE EAST 920 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 EAST, M.D.B.&M.

APN: 132-0290-020-0000

and

THE WEST 400 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 EAST, M.D.B. & M.

APN: 132-0290-019-0000

**EXHIBIT 1.C**

**LEGAL DESCRIPTION  
BIG HORN RBVP, L.P. PROPERTY**

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

PARCEL ONE

PARCEL NO. 1. WEST ONE-HALF ( $W\frac{1}{2}$ ) OF THE SOUTHWEST ONE QUARTER ( $\frac{1}{4}$ ) OF THE NORTHWEST ONE QUARTER ( $\frac{1}{4}$ ) OF SECTION 12 (12) IN TOWNSHIP SIX (6) NORTH, RANGE FIVE (5) EAST, M.D.B. &M.

PARCEL NO 2. BEGINNING AT A POINT ON THE WEST LINE OF THE EAST ONE-HALF( $\frac{1}{2}$ ) OF THE SOUTHWEST ONE QUARTER ( $\frac{1}{4}$ ) OF THE NORTHWEST ONE QUARTER ( $\frac{1}{4}$ ) OF SECTION TWELVE (12) IN TOWNSHIP SIX (6) NORTH, RANGE FIVE (5) EAST MOUNT DIABLO BASE AND MERIDIAN, THREE HUNDRED EIGHT (308) FEET SOUTH OF THE CENTERLINE OF A ROAD DEEDED TO THE COUNTY OF SACRAMENTO BY ALEX MCDONALD ON FEBRUARY 5TH, 1906, AND RECORDED IN BOOK 109 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, THENCE EAST FIVE (5) FEET, THENCE SOUTH TWENTY (20) FEET, THENCE WEST FIVE (5) FEET, THENCE NORTH TWENTY (20) FEET TO THE POINT OF BEGINNING.

APN: 132-0290-017-0000

and

PARCEL TWO

THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 EAST, M.D.B. & M., SAVING AND EXCEPTING THEREFROM:

1. BEGINNING AT A POINT ON THE WEST LINE OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 EAST, 308 FEET SOUTH OF THE CENTERLINE OF A ROAD DEEDED TO THE COUNTY OF SACRAMENTO BY ALEX MCDONALD OF FEBRUARY 5, 1906, RECORDED IN BOOK 109 OF DEEDS, AT PAGE 215; THENCE EAST 5 FEET; THENCE SOUTH 20 FEET; THENCE WEST 5 FEET; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING.

2. BEGINNING AT A POINT ON THE WEST LINE OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 EAST, 290 FEET SOUTH OF THE CENTERLINE OF A ROAD DEEDED TO THE COUNTY OF SACRAMENTO, BY ALEX MCDONALD, ON FEBRUARY 5, 1906, RECORDED IN BOOK 109 OF DEEDS, AT PAGE 215; THENCE SOUTH 18 FEET; THENCE WEST 9 FEET; THENCE 18 FEET TO THE POINT OF BEGINNING.

APN: 132-0290-018-0000

and

PARCEL A:

THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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EXCEPTING THEREFROM, ALL MINERAL, OIL, GAS AND OTHER SUB-SURFACE HYDROCARBON RIGHTS, BELOW 500 FEET FROM THE SURFACE, AND WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR TO DRILL OR EXCAVATE IN THE AREA BENEATH THE SURFACE DOWN TO A DEPTH OF 500 FEET BELOW THE SURFACE, WHICH ARE HEREBY RESERVED AND RETAINED BY JOHN E WHEATLEY AND CAROLYN J WHEATLEY, TRUSTEES OF THE WHEATLEY FAMILY TRUST DATED JUNE 6, 2005, BY DEED RECORDED IN BOOK 20051024, PAGE 1543, OF OFFICIAL RECORDS.

APN: 132-0290-015-0000

and

PARCEL B:

THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, M.D.B. & M.

APN: 132-0290-014-0000

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**EXHIBIT 1.D**

**LEGAL DESCRIPTION  
KCB LAND, L.L.C. PROPERTY**

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

APN: 132-0290-016-0000

## EXHIBIT 2

### DEVELOPMENT-RELATED FEES

The development related fees applicable to the Project are described below. More information about the City-administered fees, including fee values, may be found in the City's Development Related Fee Booklet, which is published on a regular basis and available from the City's Finance Department.

#### 1. Applicable Development Impact Fees

The Applicable Development Impact Fees are listed below. The amount of the fee collected shall be the amount normally due at the time of payment. Developer shall be eligible for credits and or reimbursements for all development of the Project on the Property, including land acquisitions and dedications when in accordance with the City's normal rules and practices including its Municipal Code Chapters 16.95 and 22.40 and all other applicable Codes and Policies for credits and reimbursements, except as otherwise expressly provided herein. City will provide credit and or reimbursement to the Project against public improvements and land dedication covered under applicable fee programs administered by the City, including but not limited to roadways, parks, trails, drainage, and capital facilities.

Any restriction on the imposition of Development Impact Fees adopted after the Effective date of this Development Agreement shall only be effective until 11:59 p.m. on September 24, 2025; provided, however, that such restriction shall not preclude the City from enacting and applying to the Project increases in the applicable development impact fees based on normal updates to the City-wide fee programs, to the extent that any such increase applies to the Project on the same basis as applied to all other properties in the City. These fees shall be the following, or their equivalent, as may be updated from time to time.

- Existing Fees applicable to the Project:
  - Capital Facilities Fee
  - Affordable Housing Fee
  - Roadway Fee
  - I-5 Freeway Sub-Regional Corridor Mitigation Fee
  - New Growth Area (NGA) In-Lieu Payment<sup>1</sup>
  - Southeast Policy Area Cost Recovery Fee
  - Southeast Policy Area and Laguna Ridge Specific Plan Phase 3 Drainage Fee
  - Southeast Policy Area Parks Fee<sup>2</sup>
  - Southeast Policy Area Trails Fee
  
- Pending Fees applicable to the Project:
  - Active Transportation Fee
  - Recycled Water Infrastructure Fee<sup>3</sup>

<sup>1</sup> This payment represents the cost for infrastructure previously built by the City in the Project area, some or all of which would be an obligation of Developers in the Project Area. The precise amount of reimbursement payment shall be calculated by the City, in its reasonable discretion, at the time payment is due.

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<sup>2</sup> Due to the proposed significant changes in land use within the Project area, Developers shall fund an update to the nexus study for the Southeast Policy Area Park Impact Fee by depositing \$25,000 with the City prior to approval of the Souza Large Lot Final Subdivision Map. The expenses incurred to perform the update will be billed against the deposit on a time and materials basis. The deposit may be increased to cover any additional expenses beyond the \$25,000 that is necessary to complete the update, as determined by the Development Services Director. Within ninety (90) days following completion and approval of the update, any funds remaining on deposit with the City shall be returned to Developers. Developers shall not be entitled to receive any interest on the deposit amount.

<sup>3</sup> The City has prepared and published the Draft Elk Grove Southeast Policy Area and Laguna Ridge Specific Plan Recycled Water Study, prepared by Wood Rodgers and dated January 2021 (the "Recycled Water Study"), which determines, among other things, that the cost of constructing and installing recycled water infrastructure and delivering recycled water to the Property is estimated to be \$3,490.00 for each residential dwelling unit and \$1.86 for each square foot of non-residential uses. Because the City and Developer cannot predict with certainty when a Recycled Water Infrastructure Fee may be adopted by the City, the City and Developer agree that the cost estimates set forth in Table 9 (on page 12) of the Recycled Water Study are reasonable estimates of the anticipated costs described in the Recycled Water Study and shall serve as limits on Developers' obligations relating to the provision of recycled water infrastructure and facilities. Consistent with this Agreement, the City and Developers further agree that Developer may satisfy its Recycled Water Infrastructure Fee obligation by one of the following methods:

- (1) Pay the Recycled Water Infrastructure Fee, if the Recycled Water Infrastructure Fee program is in place at the time of building permit application, provided that Developers Recycled Water Infrastructure Fee obligation shall not exceed the cost estimates set forth in the Recycled Water Study, such that if the Recycled Water Infrastructure Fee ultimately adopted by City exceeds the estimates set forth in the Recycled Water Study then Developers' payment of the cost estimates set forth in Table 9 of the Recycled Water Study shall constitute Developers' full satisfaction of the adopted Recycled Water Infrastructure Fee;
- (2) Construct recycled water infrastructure facilities consistent with the City's Recycled Water Master Plan, if such plan has been approved by City at the time of submission of Developer's first improvement plans, provided that the cost of constructing such facilities does not exceed \$3,490.00 per dwelling unit for residential uses and \$1.86 per square foot for non-residential uses; or
- (3) If neither an approved Recycled Water Infrastructure Fee program nor an approved Recycled Water Master Plan is in place as specified above, or a Recycled Water Master Plan has been approved by City but the estimated cost of constructing recycled water infrastructure facilities consistent with such approved Plan exceeds \$3,490.00 per dwelling unit for residential uses or \$1.86 per square foot for non-residential uses, as applicable, then Developer shall either (i) pay a recycled water fee of \$3,490.00 per dwelling unit for residential uses and \$1.86 per square foot for non-residential uses; or (ii) submit a recycled water plan to the City to satisfy the Developer's recycled water obligation, which plan shall be subject to approval by the City Manager or designee, in their reasonable discretion. Nothing herein shall require or impose any mandatory duty on the City Manager to approve Developer's proposed recycled water plan, and, if such proposed recycled plan is not approved, Developer shall be obligated to pay the fee of \$3,490.00 per dwelling unit for residential uses and \$1.86 per square foot for non-residential uses.

The fee rates set forth in the Recycled Water Study and herein will be adjusted automatically in January of each calendar year based on the average change in the San Francisco Construction Cost Index (CCI) and the change in the 20-city CCI as reported in the *Engineering News Record* (ENR) for the 12-month period ending October of the previous year or equivalent, as determined by the City's Finance Director, if these numbers are not available. For example, the adjustment for January 2022 will be determined by calculating the change from October 2020 to October 2021.

In the event a Recycled Water Infrastructure Fee is adopted by the City, Developer shall be entitled to reimbursement for any eligible facilities constructed by Developer consistent with that fee program.

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In the event a Recycled Water Infrastructure Fee is not adopted by the City at the time of building permit application, and Developers' recycled water plan pursuant to subparagraph (3) above must be approved by a public agency other than the City, Developers' recycled water plan shall be subject to the review and approval of such other public agency or agencies.

In addition, the City and Developers, commencing upon the Effective Date of this Agreement, and prior to the City's approval of its proposed Recycled Water Master Plan, shall work together cooperatively and in good faith to evaluate the proposed recycled water system described in the Recycled Water Study and assess whether any cost savings may be achieved through modifications to the proposed recycled water system.

### **2. Other City Permit and Inspection Fees**

Additionally, and consistent with this Agreement and in accordance with the published City of Elk Grove Development Related Fee Booklet, the Project shall be subject to all other City Permit and Inspection Fees, including but not limited to the following. This list is separate and not part of the list of Applicable Development Impact Fees:

- Building Permit Fee
- General Plan Update Fee
- Technology Fee
- CBSC Fee
- Construction and Demolition Fee
- Improvement Plan Check and Inspection Fees
- Mitigation Monitoring and Reporting Program
- Condition Compliance pursuant to the City of Elk Grove Planning Application Agreement Section 7 "Processing Fee Agreement"
- Subsequent project processing (entitlement) fees and charges
- Swainson's Hawk Mitigation
- Agricultural Land Mitigation Fee
- Tree Mitigation Fee

### **3. Other Agency Fees**

The Project shall be subject to all other applicable agency fees as required by Cosumnes Community Services District (CCSD), Elk Grove Unified School District (EGUSD), Sacramento Area Sewer District (SASD), Sacramento County Water Agency (SCWA), or other agencies or services providers, including but not limited to the following fees as may or may not be collected by the City on behalf of these agencies:

- EGUSD School Impact Fee
- SASD Sewer Impact Fee
- Sacramento Regional County Sanitation District (SRCSD) Sewer Impact Fee
- SCWA Water Fee
- CCSD Fire Fee
- Sacramento County Transportation Mitigation Fee Program (SCTMFP) Measure A Development Impact Fee
- Capital Southeast Connector JPA Fee (to the extent the fee replaces or supplants the roadway fee applicable to Kammerer Road.)



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- Any other fees mandated by any State or Federal Agency whether imposed now or later such as the Army Corps of Engineers or the Department of Fish and Wildlife whether collected as a City fee or separate agency fee.

This Agreement does not restrict or freeze any outside agency (non-City) fees.

**4. Credits To Be Acquired From the City**

To the extent available, Developers shall acquire credits from the City for applicable water, sewer, and other infrastructure that serves the Project area before making any applicable fee payment.

**5. Connection Fees for Parks, Trails and Parkways**

Developer shall pay required connection fees and set meters for all parks (10 acres or less in conformance with SCWA Ordinance), trails and parkways within the boundaries of the Project to the satisfaction of the City and CCSD.

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**EXHIBIT 3**

### EXHIBIT 3

#### DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

The purpose of this Exhibit 3 is to identify Developers' backbone infrastructure obligations for each phase of Property development, to ensure orderly development and ultimate build-out of the Project. The Project phases are depicted in Exhibit 4 and describe geographic development areas and illustrate the sequence of development, which is subject to Section 5.3.1.4 and this Exhibit 3 of this Agreement. The Developers' obligations listed below are intended to promote orderly development by adequately serving each phase and, in some cases, in reliance of adjacent phases. For each phase, the Developers shall fully satisfy and deliver these infrastructure obligations, all as reasonably determined by the City, prior to recordation of the 1<sup>st</sup> Small Lot Final Map or issuance of the 1<sup>st</sup> Production Building Permit, whichever occurs first, for the applicable phase. Developers shall not be entitled to, and shall not receive approval of, any Small Lot Final Map or Production Building Permit for a phase until the Developers fully satisfy and deliver the infrastructure obligations set forth herein for that phase. The Developers may satisfy their obligations prior to approval of the 1<sup>st</sup> Small Lot Final Map for the applicable phase by entering into a Subdivision Improvement Agreement with the City which includes, among other requirements, posting adequate security for completion of the infrastructure within the subject public improvement plan set, all subject to approval by the City in its reasonable discretion. To the extent that this Agreement imposes obligations on Developers that conflict with those obligations contained in the applicable conditions of approval, the terms of this Agreement shall apply. The determination of whether there is a conflict between the conditions of approval and the terms of this Agreement, and the resolution of that conflict, shall rest solely with the City in its reasonable discretion.

Notwithstanding and in addition to the foregoing, to ensure the timely completion of the southerly extensions of Lotz Parkway and Big Horn Boulevard to Kammerer Road (the "Parkway Extensions") in accordance with the terms of this Exhibit 3, the Parties shall execute a deferred improvement agreement ("DIA") for such extensions, which DIA shall be recorded as a lien against the properties owned by Developers within Phases 4 and 5 that are designated for high density residential development (HDR) and identified as Parcels 14 and 15 on the Adjusted Tentative Map – Souza Dairy on page 11 of this Exhibit 3. City hereby agrees that, except as specifically provided in this Exhibit 3, Developers' execution of such DIA shall be in lieu of any other forms of security for the Parkway Extensions that may be imposed on development of the Property, and that City shall not withhold the issuance of any Subsequent Approvals, grading permits, building permits, or any other approvals or permits required for development of the Property based on the adequacy of Developers' security for the Parkway Extensions. Notwithstanding the foregoing, in the event that the City determines that the in lieu security for the Parkway Extensions identified above is insufficient to secure the Parkway Extensions improvements prior to the completion of the Parkway Extensions, then, in the Development Services Director's reasonable discretion, the City may require the Developer to post supplemental security, which supplemental security may be in the form of additional property liens, surety bonds or other adequate security, as determined to be necessary to adequately ensure completion of the Parkway Extensions in the Development Services Director's reasonable discretion. Developer shall be given not less than sixty (60) days' written notice of such request for additional security by the City.

Additional details are provided in the applicable conditions of approval for each approved subdivision map, special planning area and/or other approval that is a component of the Project. The Developers' infrastructure obligations listed below shall include all necessary

### EXHIBIT 3

#### DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

acquisitions and dedications of property, at Developers' expense subject to such credits and reimbursements as are available under applicable fee programs; environmental permitting, plan approvals and payment of fees from and to any and all applicable agencies; or similar requirement, that is necessary to deliver such obligations, all as further detailed in the conditions of approval for each approved subdivision map, special planning area, and/or other approval that is a component of the Project. Developers' eligible EGRFP facility cost, including but not limited to right-of-way acquisition, permitting, design, and construction, shall be fully creditable towards Developer's EGRFP fees and/or other similar applicable fee programs, all as determined by the City in its reasonable discretion. Developers shall not be entitled to any credit or reimbursement from the City for any infrastructure or facility that is not contained within a City fee program.

Consistent with Government Code section 65864, the Parties intend for this Agreement and this Exhibit 3 to provide reasonable certainty and assurances to Developers that the backbone infrastructure described in this Exhibit 3 constitutes the complete list of backbone infrastructure for each phase of development shown in Exhibits 3 and 4. The Parties also intend for this Agreement and this Exhibit 3 to provide reasonable certainty to the City that such backbone infrastructure will be constructed if Developers, in their discretion, proceed with development of the Project. Developers acknowledge and agree that the public facilities and infrastructure identified herein are reasonably necessary to serve the Project, are properly imposed as infrastructure conditions on the Project, and that no further nexus analysis or determination shall be required in order to impose the infrastructure obligations on Developer.

The intent of this Agreement is that the development phases shall proceed in numerical order (i.e. in the order of Phases 1A, 1B, 2, 3, 4, 5, 6.) In the event that market conditions or unforeseen circumstances beyond the reasonable control of the Developers cause Developers to seek to modify the provisions of this Exhibit 3 and/or the order of phases described in Exhibits 3 and 4, Developers may apply to the City to modify these exhibits, which modifications may be approved by the Development Services Director, in the Development Services Director's reasonable discretion, upon written findings that the modifications will not disrupt the orderly development of the Project, will not adversely impact any of the Parties to this Agreement, and will substantially comply with the phasing principles set forth herein. As a condition of approval of such modifications, which may include a modification of the order of phases, the Development Services Director may require the construction of identified infrastructure associated with another phase of development to be constructed on a schedule determined by the Development Services Director, if such identified infrastructure is reasonably determined by the Development Services Director to be necessary to serve the development phase proposed to be undertaken at that time, all in the Development Services Director's reasonable discretion, to ensure the timely and orderly delivery of such infrastructure. Nothing herein shall impose any mandatory duty on the City or the Development Services Director to make or approve such modifications. The City shall not seek to modify Exhibit 3 or Exhibit 4 without the Developers' written consent.

## EXHIBIT 3

### DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

#### PHASE 1A:

1. Lotz Parkway:
  - a. Dedicate, design, and construct the westerly half-section from the northeast corner of Phase 1A to Shed C Channel.
  - b. Acquire, dedicate, design and construct westerly center lane (southbound lane) from Shed C Channel to Classical Way (Sterling Meadows).
  - c. Acquire, dedicate, design, and construct center two lanes from Classical Way (Sterling Meadows) to Kammerer Road.
  - d. Design and install initial phase traffic signal at Kammerer Road required to serve the center two lanes on Lotz Parkway.
  - e. Lotz Parkway improvements south of Shed C Channel shall be completed, or secured to the City's satisfaction, consistent with the following milestone schedule:
    - i. Prior to approval of first improvement plan, City shall, at Developers' sole cost and expense, submit necessary environmental permit application(s) to the United States Army Corps of Engineers and Regional Water Quality Control Board, as applicable, in consultation with Developers, and Developers shall initiate design of facility and right-of-way acquisition.
    - ii. Developers shall complete design and right-of-way acquisition as specified in the preceding subsection, prior to approval of first small lot final map.
    - iii. Upon completion of the environmental permitting process and acquisition of required environmental permits and right-of-way, Developers shall bid and award the construction contract and complete the improvements within twelve (12) months of Bid Award.
    - iv. If the required environmental permits have not been issued by the applicable agencies prior to the approval of the first small lot final map, Developers shall execute and record an amendment to the DIA described on page 1 of this Exhibit 3, such that the amended DIA may be recorded as a lien on Parcels 16 and 17, in addition to its recording as a lien against Parcels 14 and 15. Upon execution and recording of the amended DIA and acquisition of right-of-way, Developers shall be entitled to approval and recording of the first small lot final map (subject to substantial compliance with all other applicable conditions), and upon approval and recording of the first small lot final map, Developers shall bid and award the construction contract and, to the extent feasible pending the issuance of any required environmental permits, complete the improvements within twelve (12) months of the Bid Award.
2. "A" Drive
  - a. Dedicate, design, and construct full-width section from Big Horn Blvd to Lotz Parkway.
3. Lotz Parkway/"A" Drive Intersection
  - a. Design and construct expanded intersection.
  - b. Design and install traffic signal.
4. Big Horn Blvd/"A" Drive Intersection

### EXHIBIT 3

## DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

- a. Acquire, dedicate, design and construct expanded intersection.
  - b. Design and install traffic signal.
5. Drainage
- a. Acquire, dedicate, design and construct Shed C Channel full width from Lotz Parkway to Big Horn Blvd. in accordance with the Shed C Channel regulatory agency permits.
  - b. Dedicate, design and construct Basin S1b.
  - c. Dedicate, design and construct Basin S3.
  - d. Basin S5 (Basin construction by others) – Providing Basin S5 exists prior to Shed C Channel construction, Developer shall coordinate the installation of the Basin S5 outfall pipe into the Shed C Channel.
  - e. Acquire, dedicate, design, and construct any necessary outfalls to serve this phase as determined by the City.
6. Sewer, Water, Recycled Water, and Dry Utilities
- a. Acquire, dedicate, design, and construct any facilities necessary to serve this phase as determined by the City and applicable agencies. Utilities required to serve other phases shall be installed under road infrastructure required with this phase. Recycled water facilities shall be provided consistent with Exhibit 2, subsection 1 above, relating to Recycled Water Infrastructure Fees.
7. Parkways and Trail Corridors
- a. Dedicate, design, and construct Trail Corridor along the north side of the Shed C Channel from Lotz Parkway to Big Horn Blvd.
  - b. Dedicate, design, and construct complete and/or full-width facilities within and adjacent to this phase as determined by the City and CCSD.

### EXHIBIT 3

## DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

### PHASE 1B:

1. Big Horn Boulevard
  - a. Big Horn Blvd/"E" Street Intersection
    - i. Acquire, dedicate, design and construct expanded intersection.
    - ii. Acquire, dedicate, design and install or modify traffic signal.
  - b. Dedicate, design, and construct frontage improvements from "E" Drive to Bilby Road.
  - c. Dedicate, design, and construct easterly half-section from Bilby Road to Shed C Crossing
  - d. Install interim landscaping within the transit corridor adjacent to the Project consistent with the Landscape Planning Prototype Manual.
2. Big Horn Blvd (Shed C Crossing to Kammerer Road)
  - a. Initiate the acquisition of necessary right-of-way and permitting for two center lanes from Shed C Channel to Kammerer Road.
  - b. Upon satisfactory acquisition of right-of-way and procurement of permits, acquire, dedicate, design and construct center two lanes from Shed C Channel to Kammerer Road.
  - c. Design and install initial phase traffic signal at Kammerer Road required to serve the center two lanes on Big Horn Blvd.
  - d. Dedicate, design, and construct the full-width crossing over the Shed C Channel at Big Horn Blvd.  
Initiate easement acquisition for future SMUD overhead line (69 kV maximum) within future Big Horn Blvd right-of-way or landscape corridor area.
  - e. Initiate substation site acquisition for future SMUD electrical substation adjacent to Big Horn Blvd. and north of Shed C Channel.
  - f. The acquisitions and improvements listed in 2a through 2e, inclusive, above shall be completed, or secured to the City's satisfaction, consistent with the following milestone schedule:
    - i. Prior to approval of first improvement plan, City shall, at Developers' sole cost and expense, submit necessary environmental permit application(s) to the United States Army Corps of Engineers and Regional Water Quality Control Board, as applicable, in consultation with the Developers, and Developers shall initiate design of facility and right-of-way acquisition.
    - ii. Developers shall complete design and right-of-way acquisition as specified in the preceding subsection, prior to approval of first small lot final map.
    - iii. Upon completion of the environmental permitting process and acquisition of required environmental permits and right-of-way, Developers shall bid and award the construction contract and complete the improvements within twelve (12) months of the Bid Award.
    - iv. If the required environmental permits have not been issued by the applicable agencies prior to the approval of the first small lot final map, Developers shall execute and record an amendment to the DIA described on page 1 of this Exhibit 3, such that the amended DIA may be recorded as a lien on Parcels 16 and 17, in addition to its recording as a lien

### EXHIBIT 3

## DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

against Parcels 14 and 15. Upon execution and recording of the amended DIA and acquisition of right-of-way, Developers shall be entitled to approval and recording of the first small lot final map (subject to substantial compliance with all other applicable conditions), and upon approval and recording of the first small lot final map, Developers shall bid and award the construction contract and, to the extent feasible pending the issuance of any required environmental permits, complete the improvements within twelve (12) months of the Bid Award.

3. Bilby Road
  - a. Dedicate, design, and construct the north half-section from Big Horn Blvd to "B" Drive.
  - b. Install interim landscaping within the transit corridor adjacent to the Project consistent with the Landscape Planning Prototype Manual.
4. Drainage
  - a. Acquire, dedicate, design, and construct any outfalls, crossings, and trunk/distribution lines to serve this phase as determined by the City.
5. Sewer, Water, Recycled Water, and Dry Utilities
  - a. Acquire, dedicate, design, and construct any facilities necessary to serve this phase as determined by the City and applicable agencies. Utilities required to serve other phases shall be installed under road infrastructure required with this phase. Recycled water facilities shall be provided consistent with Exhibit 2, subsection 1 above, relating to Recycled Water Infrastructure Fees.
6. Parkways and Trail Corridors
  - a. Dedicate, design, and construct complete and/or full-width facilities within and adjacent to this phase as determined by the City and CCSD.



## EXHIBIT 3

### DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

#### PHASE 2:

1. Poppy Ridge Road
  - a. Acquire, dedicate, design, and construct south half-street section from Big Horn Blvd to the northeast corner of the phase.
  - b. Improve existing Poppy Ridge Road section from northeast corner of the phase to Whitelock Parkway, including but not limited to:
    - i. Apply cape seal treatment;
    - ii. Acquire, dedicate, design, and construct an elbow at south side of 90-degree turn and reconstruct ditch;
    - iii. Construct curb returns with appropriate signage at Whitelock Parkway intersection.
2. Big Horn Blvd/Poppy Ridge Road Intersection
  - a. Acquire, dedicate, design and construct expanded intersection.
  - b. Design and install or modify traffic signal.
3. Drainage
  - a. Dedicate, design and construct Basin S2 and complete the outfall to Shed C Channel.
  - b. Acquire, dedicate, design, and construct any outfalls, crossings, and trunk/distribution lines to serve this phase as determined by the City.
4. Sewer, Water, Recycled Water, and Dry Utilities
  - a. Acquire, dedicate, design, and construct any facilities necessary to serve this phase as determined by the City and applicable agencies. Utilities required to serve other phases shall be installed under road infrastructure required with this phase.
5. Parkways and Trail Corridors
  - a. Dedicate, design, and construct complete and/or full-width facilities within and adjacent to this phase as determined by the City and CCSD.
6. Other Improvements
  - a. Design and install traffic signal at Whitelock Parkway/Cape Verde Drive intersection, including signal interconnect from Big Horn Blvd.
  - b. Design and install the Whitelock Parkway median, including landscaping, adjacent to the Los Rios Community College District properties (APNs 132-2140-002 and 132-2140-001).

## EXHIBIT 3

### DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

#### PHASE 3:

1. Poppy Ridge Road
  - a. Acquire, dedicate, design, and construct south half-street section from northwest corner of the phase to the northeast corner of the phase.
2. Drainage
  - a. Acquire, dedicate, design and construct Basin S1a and complete outfall to Shed C Channel.
  - b. Acquire, dedicate, design, and construct any outfalls, crossings, and trunk/distribution lines to serve this phase as determined by the City.
3. Sewer, Water, Recycled Water, and Dry Utilities
  - a. Acquire, dedicate, design, and construct any facilities necessary to serve this phase as determined by the City and applicable agencies. Utilities required to serve other phases shall be installed under road infrastructure required with this phase.
4. Parkways and Trail Corridors
  - a. Dedicate, design, and construct complete and/or full-width facilities within and adjacent to this phase as determined by the City and CCSD.
5. Other Improvements
  - a. Design and install traffic signal at Whitelock Parkway/Lousada Drive intersection, including signal interconnect from Big Horn Blvd.

## EXHIBIT 3

### DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

#### PHASE 4:

1. Dedicate, design and construct internal collector roads as necessary for Village Center phasing.
2. Bilby Road
  - a. Dedicate, design and complete the full-width section from Big Horn Blvd to the north side of the Shed C Channel.
  - b. Construct interim landscaping within the transit corridor consistent with the Landscape Planning Prototype Manual.
  - c. Dedicate, design, and construct the full-width crossing over the Shed C Channel.
    - i. May be deferred pending future roadway improvements by others south of Shed C Channel as determined by the City.
3. Drainage
  - a. Acquire, dedicate, design, and construct any outfalls, crossings, and trunk/distribution lines to serve this phase as determined by the City.
4. Sewer, Water, Recycled Water, and Dry Utilities
  - a. Acquire, dedicate, design, and construct any facilities necessary to serve this phase as determined by the City and applicable agencies. Utilities required to serve other phases shall be installed under road infrastructure required with this phase.
5. Parkways and Trail Corridors
  - a. Dedicate, design, and construct complete and/or full-width facilities within and adjacent to this phase.

### EXHIBIT 3

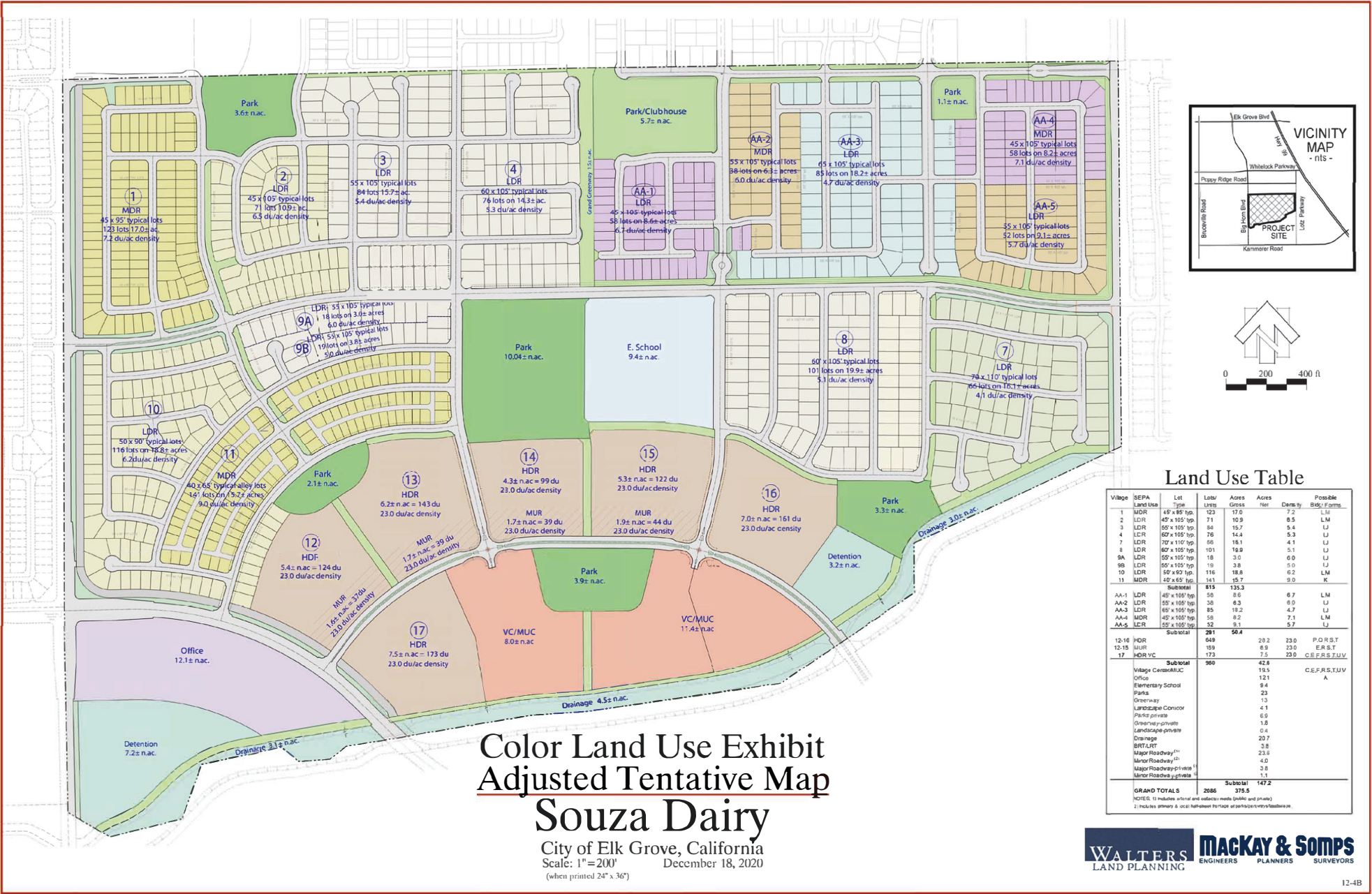
## DEVELOPERS' BACKBONE INFRASTRUCTURE OBLIGATIONS FOR EACH DEVELOPMENT PHASE

### **PHASE 5:**

1. Dedicate, design and construct internal collector roads as necessary for Village Center phasing.
2. "B" Drive/ Shed C Channel Crossing
  - a. Dedicate, design, and construct the full-width crossing over the Shed C Channel.
    - i. May be deferred pending future roadway improvements by others south of Shed C Channel as determined by the City.
3. Drainage
  - a. Acquire, dedicate, design, and construct any outfalls, crossings, and trunk/distribution lines to serve this phase as determined by the City.
4. Sewer, Water, Recycled Water, and Dry Utilities
  - a. Acquire, dedicate, design, and construct any facilities necessary to serve this phase as determined by the City and applicable agencies. Utilities required to serve other phases shall be installed under road infrastructure required with this phase.
5. Parkways and Trail Corridors
  - a. Dedicate, design, and construct complete and/or full-width facilities within and adjacent to this phase.

### **PHASE 6:**

No backbone infrastructure is required with this phase.



# Color Land Use Exhibit Adjusted Tentative Map Souza Dairy

City of Elk Grove, California  
Scale: 1"=200' December 18, 2020  
(when printed 24" x 36")

Land Use Table

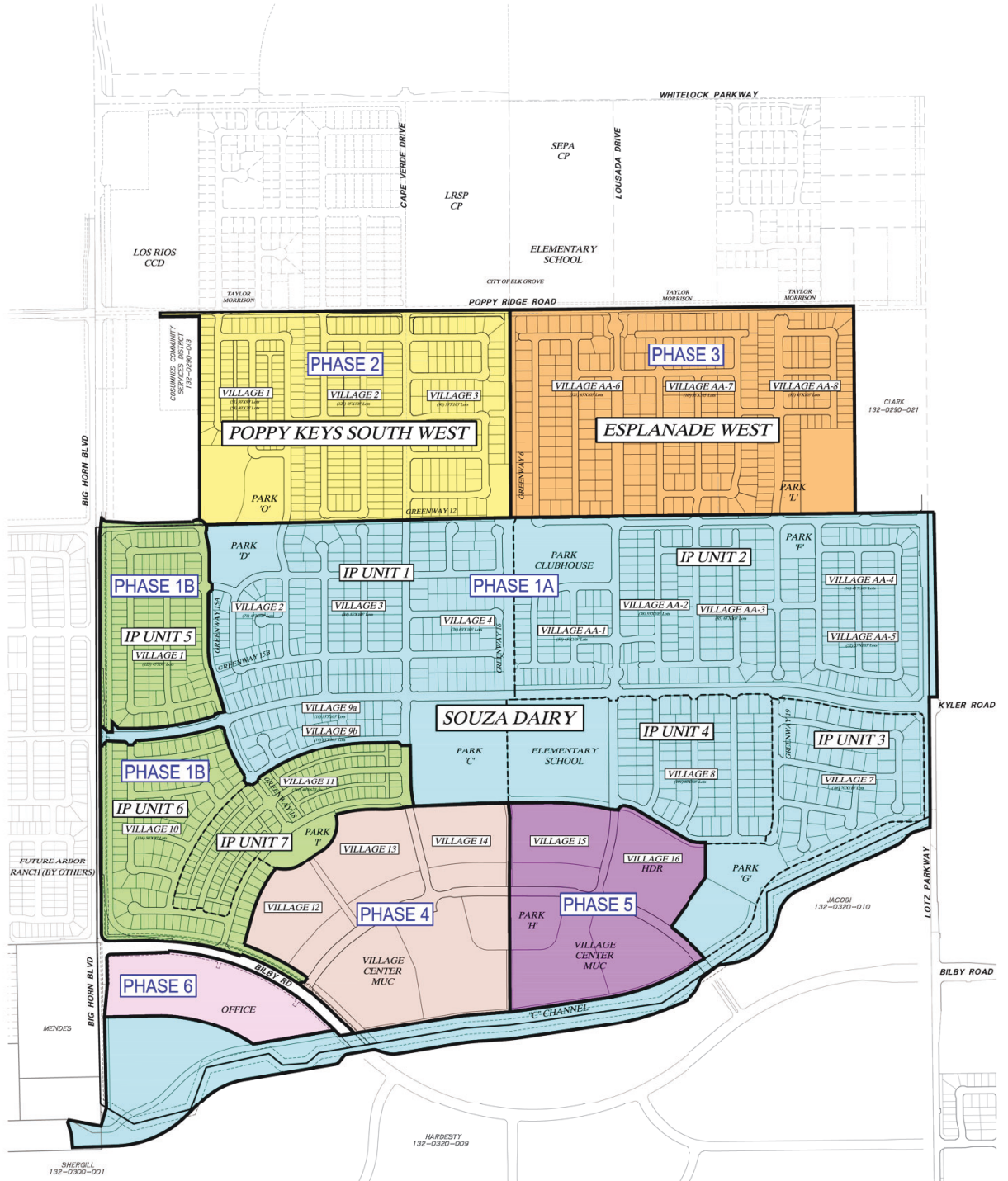
Village	SEPA Land Use	Lot Type	Lot/Living	Acres Gross	Acres Net	Density	Possible Blk./Forms
1	MDR	45 x 95 typ	123	17.0	7.2	L.M.	
2	LDR	45 x 105 typ	71	10.9	8.5	LM	
3	LDR	55 x 105 typ	84	15.7	5.4	LJ	
4	LDR	65 x 105 typ	75	14.4	5.3	LJ	
7	LDR	70 x 110 typ	65	18.1	4.1	LJ	
8	LDR	60 x 105 typ	101	19.9	5.1	LJ	
9A	LDR	55 x 105 typ	18	3.0	6.0	LJ	
9B	LDR	55 x 105 typ	19	3.8	5.0	LJ	
10	LDR	50 x 90 typ	116	18.8	6.2	LM	
11	MDR	40 x 65 typ	141	15.7	9.0	K	
Subtotal			815	135.3			
AA-1	LDR	45 x 105 typ	55	8.6	6.7	LM	
AA-2	LDR	55 x 105 typ	38	4.5	6.0	LJ	
AA-3	LDR	65 x 105 typ	85	18.2	4.7	LJ	
AA-4	MDR	45 x 105 typ	58	8.2	7.1	LM	
AA-5	LDR	55 x 105 typ	52	9.1	5.7	LJ	
Subtotal			291	59.4			
12-16	HDR		649	29.2	23.0	P.O.R.S.T	
12-15	MUR		159	6.9	23.0	E.R.S.T	
17	HDR VC		173	7.5	23.0	C.E.F.R.S.T.U.V	
Subtotal			980	42.6			C.E.F.R.S.T.U.V A
	Village Center/KUC			19.5			
	Office			12.1			
	Elementary School			9.4			
	Parks			23			
	Orchardway			13			
	Landscape/Concor			4.1			
	Park/private			6.9			
	Orchard/private			1.8			
	Landscape/private			0.4			
	Drainage			20.7			
	BRT/LRT			3.8			
	Major Roadway <sup>1</sup>			23.6			
	Minor Roadway <sup>2</sup>			4.8			
	Major Roadway/private <sup>1</sup>			3.8			
	Minor Roadway/private <sup>2</sup>			1.1			
Subtotal				147.2			
GRAND TOTALS			2086	375.5			

NOTE: 1) Includes arterial and collector roads (public and private).  
2) Includes primary & local neighborhood streets at junctions with arterials.

**WALTERS** LAND PLANNING  
**MACKAY & SOMPS** ENGINEERS PLANNERS SURVEYORS

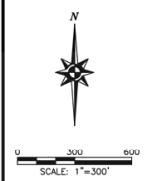
Amended and Restated Development Agreement  
August 2021

**EXHIBIT 4**



**LEGEND**

	PROJECT BOUNDARY
	PHASE BOUNDARY
	UNIT BOUNDARY
	PHASE 1A
	PHASE 1B
	PHASE 2
	PHASE 3
	PHASE 4
	PHASE 5
	PHASE 6



Souza Dairy, Esplanade West & Poppy Keys Southwest  
**Development Phases**

City of Elk Grove  
 Scale 1"=300'

**Mackay & Somp's**  
 ENGINEERS PLANNERS SURVEYORS  
 1022 Poppy Ridge Drive, Suite 100, Elk Grove, CA 95624  
 (916) 774-1818

California  
 March 31, 2021  
 27188.000

Amended and Restated Development Agreement  
August 2021

**EXHIBIT 5**

**Resolutions**



Amended and Restated Development Agreement  
August 2021

**EXHIBIT 5.A**

**Elk Grove City Council Resolution 2015-164**

**ATTACHMENT 1 EXHIBIT 5.A**

**RESOLUTION NO. 2015-164**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
FINDING THE PROJECT EXEMPT FROM CEQA AND  
APPROVING THE LARGE LOT TENTATIVE SUBDIVISION MAP, SMALL LOT  
TENTATIVE SUBDIVISION MAP, DESIGN REVIEW FOR SUBDIVISION LAYOUT,  
AND ABANDONMENT FOR THE SOUZA DAIRY PROJECT (EG-13-030),  
SUBJECT TO FINDINGS AND CONDITIONS OF APPROVAL**

**WHEREAS**, on July 9, 2014, the City Council adopted the Southeast Policy Area (SEPA) Strategic Plan; and

**WHEREAS**, adoption of the SEPA Strategic Plan was accompanied by the certification of Southeast Policy Area Strategic Plan Environmental Impact Report (State Clearinghouse No. 2013042054); and

**WHEREAS**, the Planning Department of the City of Elk Grove received an application on May 9, 2013 from Souza Elk Grove, LLC (the Applicant) requesting approval of a Development Agreement, Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Design Review for subdivision layout, and Abandonment for the Souza Dairy Project (the Project); and

**WHEREAS**, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove more particularly described as Parcels "A" and "B" of Parcel Map entitled "Being the Southeast ¼ of Section 11, and the Southwest ¼ of Section 12, the Northwest ¼ of Section 13, and the Northeast ¼ of Section 14, Township 6 North, Range 5 East, M.D.B. & M., Sacramento County," filed February 6, 1973 in Book 10 of Parcel Maps, Page No. 27, and commonly referred to as APN: 132-0320-006; and

**WHEREAS**, the Project qualifies as a project under the California Environmental Quality Act (CEQA), Public Resource Code §§21000 et seq.; and

**WHEREAS**, Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of Title 14 of the California Code of Regulations (State CEQA Guidelines) provides an exemption from CEQA for projects that are consistent with the applicable General Plan and Zoning for which an Environmental Impact Report (EIR) was certified; and

**WHEREAS**, the City has reviewed the Project and analyzed it based upon the provisions in Sections 15183 and 15162 of the State CEQA Guidelines; and

**WHEREAS**, the proposed Project is consistent with the projects described in the previously certified EIR; and

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

**WHEREAS**, the City considered the Project request pursuant to the Elk Grove General Plan, the Elk Grove Municipal Code Title 23 (Zoning), the Southeast Policy Area Special Planning Area, and all other applicable State and local regulations; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on July 16, 2015 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 voted 5-0 to recommend approval of the Project to the City Council with certain modifications specified in their action as described in Planning Commission Resolution 2015-18; and

**WHEREAS**, the City Council held a duly noticed public hearing on August 12, 2015 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;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby finds the proposed Project exempt from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14 (State CEQA Guidelines), based on the following finding:

**California Environmental Quality Act (CEQA)**

Finding: The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Sections 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) and 15162 (Subsequent EIRs and Negative Declarations).

Evidence: The Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, (State CEQA Guidelines) Sections 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning). State CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects that are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site."

On July 9, 2014, the City Council certified an EIR for the Southeast Policy Area Strategic Plan (State Clearinghouse No. 2013042054). The SEPA

EIR analyzed full buildout of SEPA based upon the land plan, development standards, and policies contained in the Community Plan and Special Planning Area, as well as the improvements identified in the accompanying infrastructure master plans.

The Souza Dairy Project is being undertaken pursuant to and in conformity with the approved Southeast Policy Area Community Plan and Special Planning Area. No special circumstances exist and no changes in the project have occurred that would necessitate the preparation of subsequent environmental review. No additional environmental impacts have been identified for the Souza Dairy Project other than those previously disclosed and analyzed in the EIR for the Southeast Policy Area Strategic Plan. The Souza Dairy project is subject to the Southeast Policy Area Mitigation Monitoring and Reporting Program. Consequently, pursuant to CEQA Guidelines Section 15183, no further environmental review is required for this project.

Additionally, State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) requires 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 on 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 alternative.

Staff has reviewed the Project and analyzed it based upon the above provisions in Section 15162 of the State CEQA Guidelines. The Souza Dairy Project is being undertaken pursuant to and in conformity with the approved Southeast Policy Area Community Plan and Special Planning Area. There are no substantial changes in the Project from that analyzed in the 2014 EIR and no new significant environmental effects, or substantial increase in the severity of previously identified significant effects. No new information of substantial importance has been identified. Further, since no changes to the EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR as required by State CEQA Guidelines Section 15164. Therefore, the prior EIR is sufficient to support the proposed action and no further environmental review is required.

**AND, BE IT FURTHER RESOLVED**, that the City Council of the City of Elk Grove hereby approves a Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Design Review for subdivision layout, and Abandonment for the Souza Dairy Project (EG-13-030) subject to the Project Description as provided in Exhibit A and illustrated in the Project Exhibits as provided in Exhibit B and subject to the Conditions of Approval as provided in Exhibits C and D, all incorporated herein by this reference, based upon the following findings:

#### **Tentative Subdivision Map, Large and Small**

Finding: None of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a tentative map apply to this project.

- A. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
- B. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- C. That the site is not physically suitable for the type of development.
- D. That the site is not physically suitable for the proposed density of development.
- E. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

- F. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- G. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence:

- A. As described in the Project staff report, the proposed Project is consistent with the Southeast Policy Area Community Plan. The proposed map is consistent with the proposed land use designation and policies in the Southeast Policy Area Land Use Map, which has designated this site as Low Density Residential, Medium Density Residential, Estate Residential, High Density Residential, Office, Village Center, Mixed Use Residential, School, and Public Parks/Open Space. The proposed Large Lot and Small Lot Tentative Subdivision Map will allow for development consistent with the Community Plan.
- B. As described in the Project staff report, the proposed Project, the proposed subdivision design, lot sizes, lot configurations, and proposed infrastructure improvements are consistent with the Southeast Policy Area Special Planning Area development standards and land use designations for the proposed site.
- C. The site is physically suitable for the proposed development. The Southeast Policy Area Community Plan land use map has anticipated the Project site for development. Access to the site will be provided or is available. Necessary services and facilities can be provided. Therefore, the site is physically suitable for the development proposed.
- D. As described in the Project staff report, all residential lots proposed by the Project are consistent with the allowed densities as provided under the General Plan. Services and facilities to serve the projects, including water, sewer, electricity, and other utilities, will be provided or are available. Therefore, the sites are appropriate for the proposed density of development.
- E. The Project site is physically suitable for the proposed type of development based upon the analysis presented in the Southeast Policy Area Strategic Plan EIR.
- F. The design of the subdivision will not cause serious public health problems based upon the analysis presented in the Southeast Policy Area Strategic Plan EIR.
- G. The design of the subdivision will not conflict with easements acquired by the public at large as demonstrated by review of the Project by the City's Public Works Department.

## Design Review

Finding #1: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, Special Planning Area provisions, and Citywide Design Guidelines adopted by the City.

Evidence: The site layout has been reviewed against the Southeast Policy Area Special Planning Area development standards and Citywide Design Guidelines for residential subdivisions and meets all applicable design requirements. The proposed subdivision map and related plans provide all the design elements required by the Southeast Policy Area Special Planning Area development standards, including interconnected street system, pedestrian connectivity, and sufficient open space and landscaping. The conditions of approval and subsequent design review of future residential, commercial, and office development will ensure consistency with all standard requirements.


Finding #2: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian modes of transportation.

Evidence: The proposed Project provides over 4.5 miles of internal off-street public trails and open space corridors linking all public parks together and to the Village Center. The Project provides a continuous north-south connection from the employment lands to the south through the Village Center, elementary school site, and to other parks to the north.

Finding #3: The residential subdivision is well integrated with the City's street network, creates unique neighborhood environments and establishes a pedestrian friendly environment.

Evidence: The Project includes an interconnected street system as well as sufficient open space and landscaping. The proposed Project provides over 4.5 miles of internal off-street public trails and open space corridors linking all public parks together and to the Village Center. The Project provides a continuous north-south connection from the employment lands to the south through the Village Center, elementary school site, and to other parks to the north. There are direct pedestrian connections from the majority of the proposed residential neighborhoods to the proposed trail system.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 12<sup>th</sup> day of August 2015.



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GARY DAVIS, MAYOR of the  
CITY OF ELK GROVE

ATTEST:



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JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



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JONATHAN P. HOBBS,  
CITY ATTORNEY



**Exhibit A**  
**Souza Dairy (EG-13-030)**  
**Project Description**

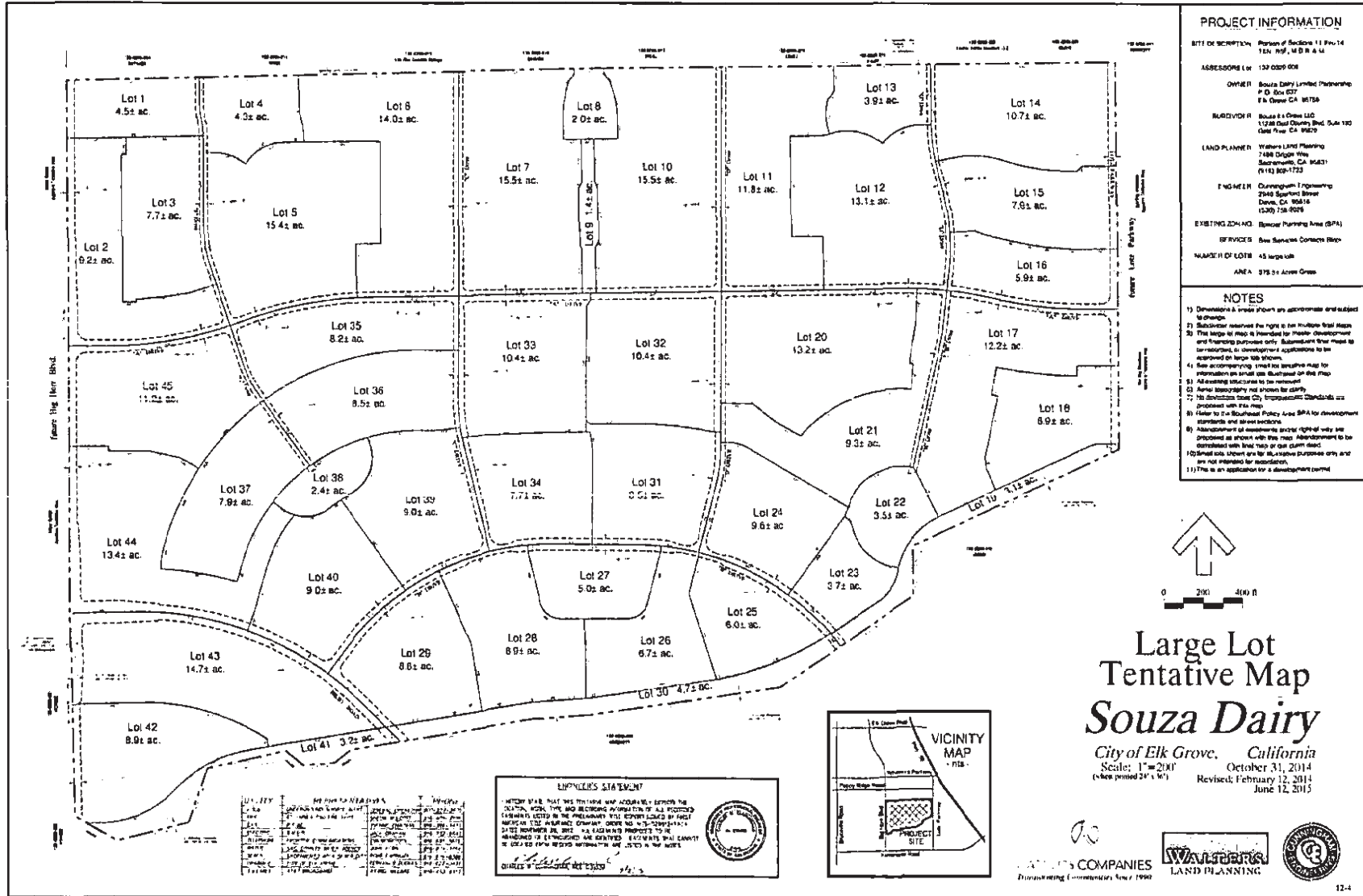
**PROJECT DESCRIPTION**

The Project includes a **Large Lot Subdivision Tentative Map** to create a total of 45 large area lots. The Project also includes a **Small Lot Tentative Subdivision Map**, which will create a total of 1,162 lots, consisting of 1,094 residential lots at varying density, 11 large lots for future high density residential, commercial, and mixed use development, one (1) school site, 8 park lots, and various drainage, detention, landscape, light rail/bus rapid transit, and parkway lots on 375.5+/- acres. The Project proposes a reduced greenway width (30-ft.) next to single-loaded streets. The Project proposes an **Abandonment** of easements and/or right-of-way as shown on the maps.

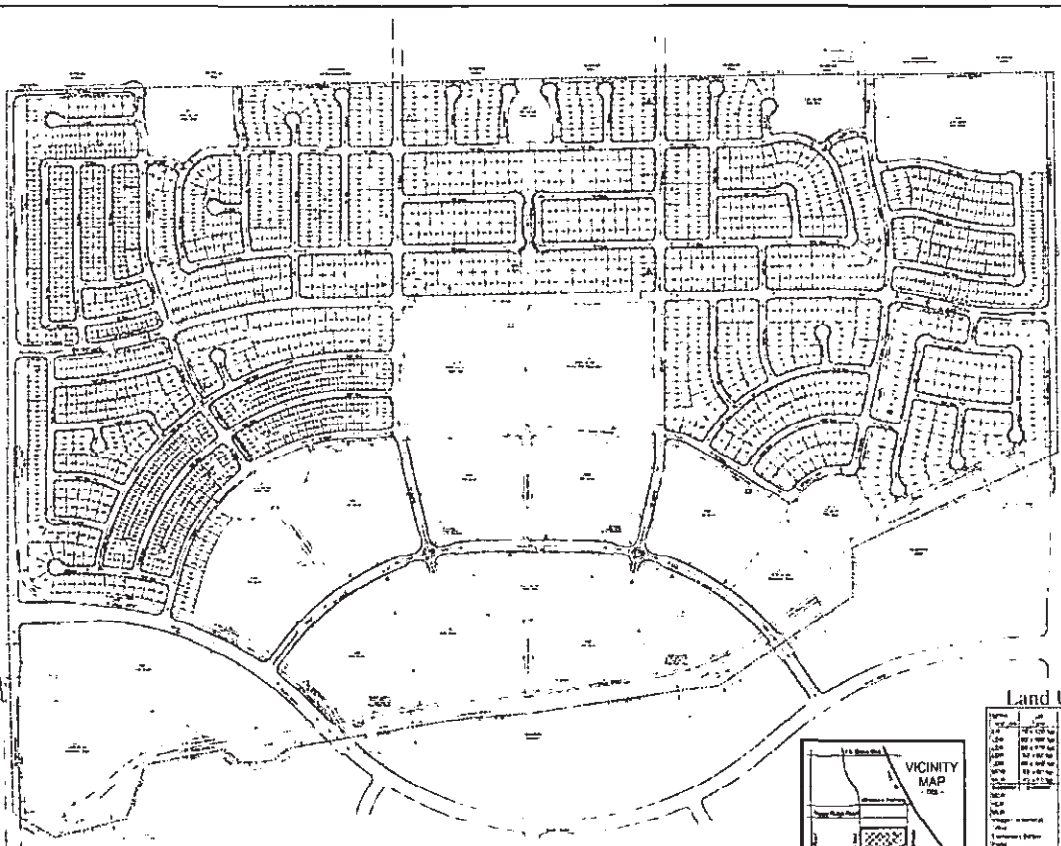
The tentative subdivision maps and corresponding compliance with the Southeast Policy Area Strategic Plan are illustrated in Exhibit B.

##

**Exhibit B**  
**Souza Dairy (EG-13-030)**  
**Project Exhibits - Large Lot Tentative Map, Dated June 12, 2015**

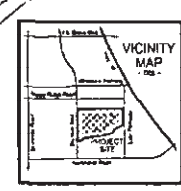


**Exhibit B**  
**Souza Dairy (EG-13-030)**  
**Project Exhibits - Small Lot Tentative Map Dated June 12, 2015**



**Land Use Table**

Category	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Ft.)
Residential	11.1	478,000	478,000
Commercial	0.1	43,560	43,560
Industrial	0.0	0	0
Public	0.0	0	0
Open Space	0.0	0	0
Water	0.0	0	0
Other	0.0	0	0
<b>Total</b>	<b>11.2</b>	<b>481,560</b>	<b>481,560</b>

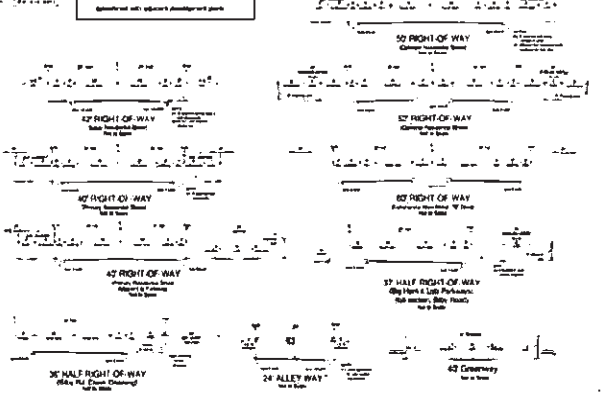


**DESIGN MODIFICATIONS**

1. 2' Easement added along E. Main
2. 10' Easement added along W. Main
3. 10' Easement added along S. Main
4. 10' Easement added along N. Main
5. 10' Easement added along E. Main
6. 10' Easement added along W. Main
7. 10' Easement added along S. Main
8. 10' Easement added along N. Main

**PROJECT INFORMATION**

<b>SITE DESCRIPTION:</b> 13.2-acre site, 13.2-acre site, 13.2-acre site	<b>SERVICES:</b> San Joaquin Hills, San Joaquin Hills
<b>AMERICAN MUNICIPAL:</b> 13.2-acre site, 13.2-acre site	<b>NUMBER OF LOTS:</b> 13.2-acre site, 13.2-acre site
<b>OWNER:</b> Souza Dairy Limited Partnership, 7000 Main St., Elk Grove, CA 95758	<b>DATE:</b> 13.2-acre site, 13.2-acre site
<b>SUBDIVIDER:</b> Souza Dairy LLC, 7000 Main St., Elk Grove, CA 95758	<b>DATE:</b> 13.2-acre site, 13.2-acre site
<b>LAND PLANNER:</b> Proton Land Planning, 13.2-acre site, 13.2-acre site	<b>DATE:</b> 13.2-acre site, 13.2-acre site
<b>ENGINEER:</b> Southerner Engineering, 13.2-acre site, 13.2-acre site	<b>DATE:</b> 13.2-acre site, 13.2-acre site
<b>13.2-acre site:</b> 13.2-acre site, 13.2-acre site	<b>DATE:</b> 13.2-acre site, 13.2-acre site



**200 Scale Tentative Map Souza Dairy**

City of Elk Grove, California  
 Scale: 1" = 200'  
 (where printed 3/4" = 50')

July 3, 2013  
 Revised, October 31, 2014  
 February 12, 2015  
 June 12, 2015

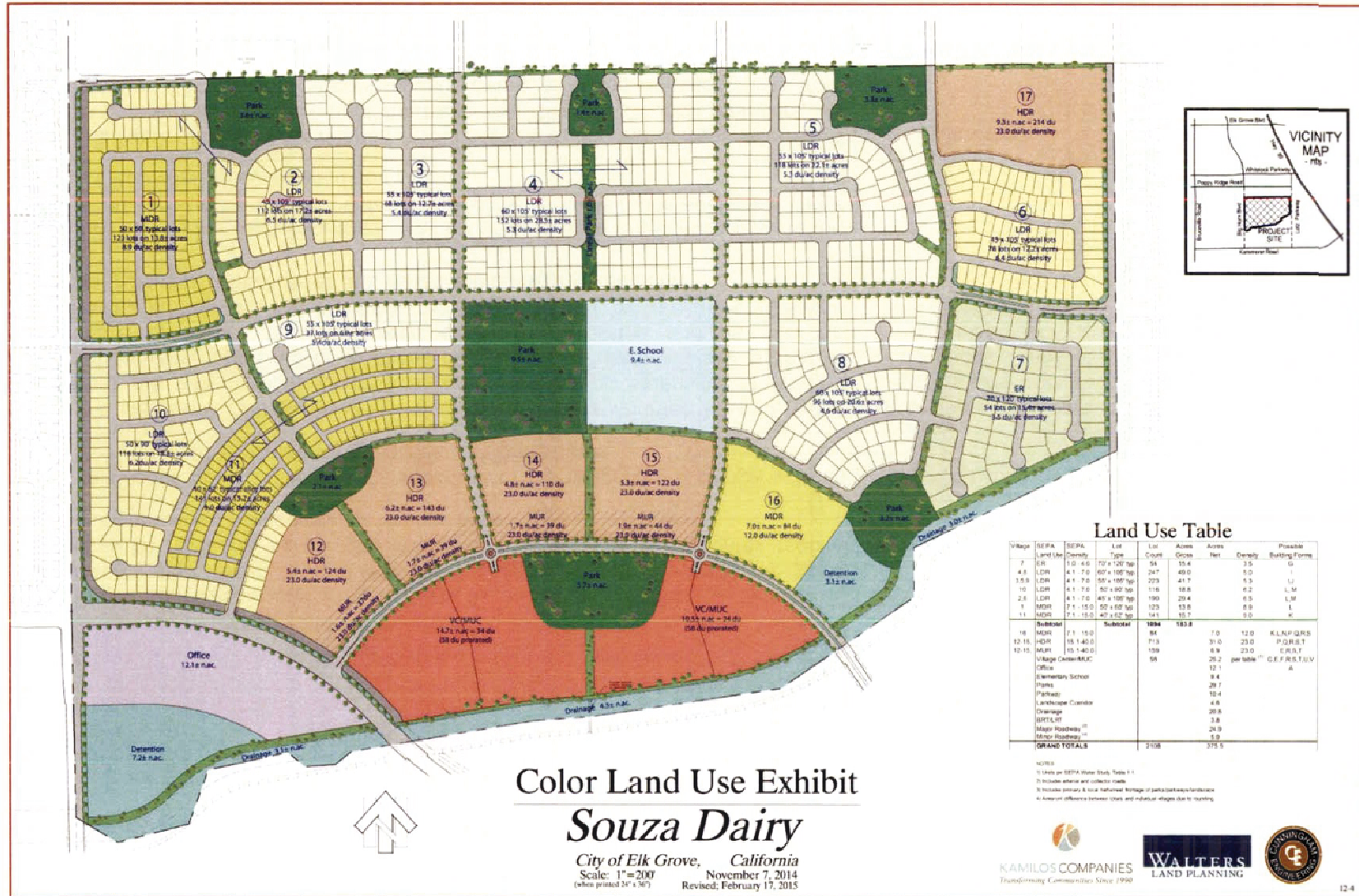
COMPANIES LAND PLANNING

- NOTES**
1. Dimensions shown are approximate and subject to change.
  2. Submitter warrants the right to the multiple-lot map.
  3. All easements shall be as shown.
  4. All easements shall be as shown.
  5. All easements shall be as shown.
  6. All easements shall be as shown.
  7. All easements shall be as shown.
  8. All easements shall be as shown.
  9. All easements shall be as shown.
  10. All easements shall be as shown.
  11. All easements shall be as shown.
  12. All easements shall be as shown.
  13. All easements shall be as shown.
  14. All easements shall be as shown.
  15. All easements shall be as shown.
  16. All easements shall be as shown.
  17. All easements shall be as shown.
  18. All easements shall be as shown.
  19. All easements shall be as shown.
  20. All easements shall be as shown.

**Exhibit B  
Souza Dairy (EG-13-030)**

**Project Exhibits – Land Use Exhibit, Dated February 17, 2015**

\*Note: In the event of a discrepancy between this graphic and the Tentative Maps, the Tentative Maps shall govern.



**Exhibit C**  
**SOUZA DAIRY (EG- 13-030)**  
**Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
<b>On-Going</b>				
1.	Development and operation of the proposed Project shall be consistent with the Project Description and Project Plans as provided in Exhibits A through E, incorporated herein by this reference. Deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.	On Going	Planning	
2.	This action does not relieve the Applicant of the obligation to comply with all Municipal Codes, statutes, regulations, and procedures.	On Going	Planning	
3.	The Large Lot Tentative Subdivision Map approval is valid for three (3) years from the date of City Council approval, unless an extension of time is subsequently approved or extended by "Legislation" including any current or future California State legislative extensions available and as may be applicable from the initial tentative map approval date by which this resolution was adopted, or as defined in a valid Development Agreement.  If the Small Lot Map also approved by this Resolution is recorded prior to the recordation of this Large Lot Map, the Applicant's rights to the applicable Large Lot Map shall be considered rescinded.	Three years, from date of approval or as defined in a valid Development Agreement	Planning	
4.	The Applicant/Owner/Developer, or Successors in Interest (hereby referred to as the Applicant), shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this application or any environmental or other documentation related to approval of this Application. Applicant further agrees to provide a defense for the City in any such action.	On Going	Planning	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
5.	<p>Except as otherwise specified or provided for in the Project plans or in these conditions or in a valid Development Agreement, the Project shall conform to the applicable development standards and design requirements adopted by the City of Elk Grove, specifically including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Southeast Policy Area Community Plan</li> <li>• The Elk Grove Zoning Code (Title 23 of the EGMC), including the Southeast Policy Area Special Planning Area (SEPA SPA)</li> <li>• EGMC Chapter 19.12 (Tree Preservation and Protection)</li> <li>• EGMC Chapter 14.10 (Water Efficient Landscape Requirements)</li> <li>• The Southeast Policy Area Landscape Planning Prototype Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> <li>• The Southeast Policy Area Architectural Style Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> </ul>	On Going	Planning Public Works	
6.	<p>Any improvements shall be dedicated, designed and constructed in accordance with the City of Elk Grove Improvement Standards, as further conditioned herein, and to the satisfaction of Public Works. All street improvements shall include vertical curb and gutter, except as approved by Public Works, in which case street improvements shall include rolled curb and gutter. Specific locations on median(s) that require emergency vehicle access will be evaluated during review and acceptance of the Improvement Plans.</p> <p>Public sewer, water, and other utility infrastructure shall be designed and constructed in accordance with the standards of the appropriate utility.</p>	On Going	Public Works  SCWA SASD SMUD PG&E	
7.	<p>The Applicant shall pay all plan check fees, impact fees, or other costs as required by the City, the Cosumnes Community Services District (CCSD), Sacramento Area Sewer District (SASD), Sacramento County Water Agency (SCWA), or other agencies or services providers as established by law.</p> <p>To the extent available and applicable, the Applicant shall purchase sewer impact credits from the City to satisfy Project sewer impacts.</p>	On-Going	Planning Public Works CCSD SCWA SASD	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
8.	<p>Approval of this Project does not relieve the Applicant from the requirements of subsequent permits and approvals, including but not limited to the following as may be applicable:</p> <ul style="list-style-type: none"> <li>• Grading Permit and Improvement Plan</li> <li>• Design Review and any other subsequent planning entitlements</li> <li>• Building Permit and Certificate of Occupancy</li> <li>• Requirements of the Sacramento Metropolitan Air Quality Management District</li> <li>• Fire Permit</li> <li>• US Army Corps Permit (s)</li> </ul>	On-Going	Planning Public Works Building CCSD SCWA SASD	
9.	The mitigation measures adopted as part of the Southeast Policy Area Strategic Plan are hereby incorporated herein by reference, and the Applicant shall implement and comply with all applicable mitigation measures.	On-Going	Planning	
10.	Development within the mixed use areas (Lots 25 through 29, 24, 31, 34, 39, and 40) shall be consistent with the Community Character/Transect discussion in the SEPA Special Planning Area document.	On-Going	Planning	
<b>Prior To or In Conjunction With Improvement and/or Grading Plan Submittal or Approval</b>				
11.	Any septic tanks for the existing structures shall be destroyed under a permit from the Sacramento County Environmental Management Department (EMD).	Improvement Plans or Grading Plans, whichever occurs first	EMD	
12.	The Applicant shall comply, as applicable, with, record, and pay the initial deposit for the Mitigation Monitoring and Reporting Program (MMRP) associated with the Project. Until the MMRP has been recorded and the estimated MMRP deposit of \$10,000 has been paid, no final map for the subject property shall be approved and no grading, building, sewer connection, water connection, or occupancy permit from the City or County will be approved.	Improvement Plans, Grading Plans, or Large Lot Final Map, whichever occurs first	Planning	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
13.	<p>The Planning Division shall be notified immediately if any prehistoric, archaeological, or paleontologic artifact is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action.</p> <p><i>A note stating the above shall be placed on the Improvement Plans.</i></p>	Improvement Plan, including Grading Plans	Planning	
14.	<p>All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed.</p> <p><i>A note stating the above shall be placed on the Improvement Plans</i></p>	Improvement Plan, including Grading Plans	Planning	
15.	<p>Annexation of the subject property to both SASD and SRCSD service area shall be required prior to recordation of the Final Map or submission of improvement plans, whichever occurs first. Island annexations will not be allowed and intervening parcels contiguous to the service area shall require annexation prior to or concurrently with these subject parcels.</p>	Final Map or Improvement Plans, whichever occurs first	SASD	
16.	<p>An abandoned well survey shall be performed by Sacramento County Environmental Management Department (EMD) prior to any grading of the property. The results of the survey will determine if additional requirements are needed pursuant to EMD policies, procedures, and regulations.</p> <p>EMD will conduct the survey at no cost to the Applicant once permission is granted by the landowner.</p> <p>Prior to abandoning any existing agricultural wells, Applicant shall use water from agricultural wells for grading and construction. Nothing in this condition prohibits or allows the subdivider from using private wells to service water amenities in the Village Center or drainage corridor to the extent consistent with the SEPA Strategic Plan (EIR) and to the satisfaction of the City.</p>	Prior to Grading	EMD Planning	



Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
<b>Prior to or In Conjunction with Final Map Submittal or Approval</b>			
<p>17. Unless otherwise specified through a valid Development Agreement, all on-site and off-site backbone infrastructure improvements, public facilities, and utilities including but not limited to the following shall be dedicated, designed, and constructed in accordance with the City's and/or appropriate agency Standards, SEPA SPA, adopted Master Plans, permits, and studies:</p> <ul style="list-style-type: none"> <li>• Roadway</li> <li>• Drainage</li> <li>• Reclaimed Water/Title 22 Tertiary Water System ("Purple Pipe")</li> <li>• Water</li> <li>• Sewer</li> <li>• Parks &amp; Greenways (Trails)</li> <li>• Soundwalls</li> </ul> <p>The Applicant shall provide an infrastructure phasing plan for approval by the City and appropriate utility agencies prior to approval of Final Map. The infrastructure phasing plan shall include on- and off-site improvements, technical studies, and dedication/acquisition of property rights that will be required with each proposed map phase as necessary to serve the parcel(s) created to the satisfaction of the City and/or appropriate agency.</p> <p>Applicable improvements shall be secured prior to Final Map approval. Security shall be based on an engineer's estimate approved by the City.</p> <p>All dedication to the City shall be in the form of Irrevocable Offers of Dedication (IOD) (in fee simple to the extent applicable) to the satisfaction of the City. The City shall consent to the offer of dedication on the final map and may accept the offer at any time. Until formally accepted by the City, the responsibility for all taxes, maintenance and upkeep on the above parcels shall be the sole responsibility of the Applicant and any subsequent owners.</p> <p>This condition may be subject to any provisions regarding timing and delivery</p>	<p>Large Lot Final Map</p>	<p>Planning          Public Works          CCSD          SCWA          SASD</p>	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
	contained in a valid Development Agreement.			
18.	<p>Unless otherwise included in a City adopted Fee Program, the Applicant shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Large Lot Final Map	Public Works	
19.	<p>Prior to the recordation of the Final Map, the Applicant shall either:</p> <ol style="list-style-type: none"> <li>1. Form or annex Lots 14, 24, 25, 26, 28, 29, 31, 34, 39, 40, and 43 into an annual Mello-Roos Community Facilities District special tax for fire and emergency services; or</li> <li>2. Pay an equivalent amount for fire and emergency services as determined to be the fair share owed by the Applicant to the CCSD in their sole discretion.</li> </ol> <p>Any costs for the approval and creation of such annual special tax, annexation of the property into a Mello-Roos Community Facilities District for the Cosumnes Community Services District, or administration of the amount deposited to fund fire and emergency services, shall be paid from the annual special taxes of the Community Facilities District or the amount deposited with the Cosumnes Community Services District. The Applicant shall notify all potential lot buyers prior to sale that this Project is a part of a benefit assessment district and shall inform potential buyers of the special tax amount. Said notification shall be in a manner approved by the City. The Applicant shall supplement these costs until sufficient revenue is provided by such special district. In the event that the Applicant fails to form or annex into a Community Facilities District or pay an equivalent amount as provided for herein for such purposes for the Cosumnes Community Services District, no further building permits for the property shall be issued.</p>	Large Lot Final Map	CCSD Fire	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
20.	<p>Prior to the recordation of the Final Map, the Applicant shall annex Lots 14, 24, 25, 26, 28, 29, 31, 34, 39, 40, and 43 into the Maintenance Mello-Roos Community Facilities District 2006-1 (CFD), to fund the Project's fair share of landscape related maintenance costs associated with public parkways, public parks, open space, landscape setbacks, bike and other paths, landscaped medians in and adjacent to roadways, maintenance and operation of a community center, sports (including aquatic) facilities, cultural arts center, and water features, and maintenance of other related facilities. The annexation process can take several months, so Applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/finance/financial-planning-division/cfd-information.htm">www.elkgrovecity.org/finance/financial-planning-division/cfd-information.htm</a>.</p>	Large Lot Final Map	Finance	
21.	<p>Prior to the recordation of the Final Map, the Applicant shall annex Lots 14, 24, 25, 26, 28, 29, 31, 34, 39, 40, and 43 into the Police Services Mello-Roos Community Facilities District 2003-2 (CFD), to fund the Project's fair share of Public Safety costs. The annexation process can take several months, so Applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/finance/cfd-information.asp">http://www.elkgrovecity.org/finance/cfd-information.asp</a></p>	Large Lot Final Map	Finance	
22.	<p>Prior to the recordation of the Final Map, the Applicant shall annex Lots 14, 24, 25, 26, 28, 29, 31, 34, 39, 40, and 43 into the Street Maintenance Assessment District No. 1 Zone 5 or a Street Maintenance Community Facilities District to fund a portion of the additional costs for long-term roadway maintenance related to serving the new development. The annexation process can take several months, so Applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Levy Street Maintenance Assessments. For further information on this District, see <a href="http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp">http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp</a></p>	Large Lot Final Map	Finance	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
23.	The Applicant shall quitclaim the existing Ingress & Egress and Utility easement as recorded in Book 700820 O.R 426 prior to the Final Map. Should a quiet title action be necessary to ensure a clear title, the Applicant may at the discretion of the City continue to process the Large Lot Map provided the quiet title action has been filed and served and the Applicant has provided title insurance to the City in a form satisfactory to the City.	Large Lot Final Map	Public Works	
24.	The Applicant shall abandon the existing Irrevocable Offers of Dedication per Book 730124 O.R. 230 as shown on the Large Lot Tentative Map to the satisfaction of Public Works.	Large Lot Final Map	Public Works	
25.	<p>As used in these conditions, "Purple Pipe" shall mean a network for the transmission and distribution of Title 22 tertiary treated water to serve parks, greenways (trails), landscape corridors, and private commercial and multifamily landscape irrigation throughout the subdivision. The "purple pipe" shall be designed and constructed pursuant to the standards of SCWA and to the satisfaction of the Agency. As part of the Large Lot Map, only backbone infrastructure is required.</p> <p>The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement and posting adequate security in accordance with City policy.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Large Lot Final Map	Public Works SCWA	
26.	Any parcels to be dedicated in fee to the City and Cosumnes Community Services District (CCSD), as a condition of this tentative map, shall not be encumbered with any easements nor shall it be subject to a deed of trust at the time of the dedication on the final map. A partial re-conveyance for any deed of trust shall be submitted along with the final map for City Council Approval. The Applicant shall also provide title insurance in conjunction with all fee title dedications.	Large Lot Final Map	Public Works CCSD	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
27.	<p>The Applicant shall reserve Lot 32 (School) for a future Elementary School site through an irrevocable reservation (per California Government Code Sections 66479 and 66480). The reserved site must be in a location and configuration acceptable to the EGUSD and in compliance with the conceptual site locations on the Southeast Policy Area Strategic Plan. The reserved site must also comply with all applicable state and local laws and regulations pertaining to school siting and school site selection. EGUSD shall <i>not</i> be responsible for any costs associated with the reservation of school sites except as required by law, including but not limited to California Government Code section 66480.</p>	Large Lot Final Map	Public Works EGUSD	
28.	<p>The Applicant shall dedicate to the City of Elk Grove the transit corridor to the satisfaction of Public Works. Dedication to the City shall be in the form of an Irrevocable Offers of Dedication (IOD). The City shall consent to the offer of dedication on the Final Map and may accept the offer at any time. Until formally accepted by the City the responsibility for all taxes, maintenance and upkeep of the area shall be the sole responsibility of the Applicant and any future owners.</p> <p>Reimbursement may be provided for the transit corridor lands in accordance with the City's Capital Facilities Fee (CFF) Program and the Elk Grove Municipal Code Chapter 16.95, in the form of fee credits against the CFF Transit Fee.</p>	Large Lot Final Map	Public Works	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
29.	<p>It is the City's intent to determine whether reciprocal access (vehicular and/or pedestrian) and/or parking rights, and/or common area maintenance obligations, will be necessary for the following lots listed below and, if the City determines that such rights and obligations are necessary, to implement such rights and obligations on said lots. To that end, prior to the approval of the first design review for any of the lots within each of the lot groupings individually, the Applicant shall complete, at its sole expense, to the reasonable satisfaction of the City, a parking and access study to be used by City to determine the extent at which any access, parking and maintenance requirements shall be imposed by the City, in its reasonable discretion, on the subsequent development of the specified parcels. Prior to development of the subsequent lots, and based on such parking and access study, the Applicant shall establish and ensure that any access, parking rights, and/or common area maintenance required by the City is documented, to City's reasonable satisfaction, and that such documentation is recorded on the property.</p> <p>This requirement shall be documented on the subject lots prior to Final Map recordation by a note referencing this condition of approval.</p> <ul style="list-style-type: none"> <li>• Lots 25, 26, 27, 28, and 29</li> <li>• Lots 23 and 24</li> <li>• Lots 31, 33, and 34</li> <li>• Lots 38, 39, and 40</li> </ul>	Large Lot Final Map	Public Works	
30.	<p>The granting of any easement to any other person(s) or entity once the Tentative Map has been approved is prohibited unless otherwise approved by the City. Should such grant be inadvertently provided it shall be subordinated to any dedication of streets or easements to the City as shown on the Final Map. A subordination document shall be submitted along with the final map for City Council approval.</p>	Large Lot Final Map	Public Works	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – LARGE LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
31.	<p>A District Development Plan Design Review for the Village Center (Lots 25 through 29) shall be reviewed and approved in the sole discretion of the City, consistent with the requirements of EGMC Section 23.16.080.B.6, prior to recordation of these lots. As part of the District Development Plan Design Review, the final siting and configuration of Lot 27 may be adjusted, subject to review and approval by the City.</p> <p>Alternatively, the Applicant may Final Map all of lots 25 through 29 as one lot prior to completion of the District Development Plan Design Review. If this is done, the District Development Plan Design Review shall be reviewed and approved prior to approval of any subsequent design review approval for any building in the subject area. Additionally, the recordation of the single lot shall include a reservation, in a form satisfactory to the City, for a future park site of 4.5± net acres.</p>	Prior to Large Lot Final Map Recordation of 25-29	Planning	

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**Exhibit D**  
**SOUZA DAIRY (EG-13-030)**  
**Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
<b>On-Going</b>				
1.	Development and operation of the proposed Project shall be consistent with the Project Description and Project Plans as provided in Exhibits A through D, incorporated herein by this reference. Deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.	On Going	Planning	
2.	This action does not relieve the Applicant of the obligation to comply with all Municipal Codes, statutes, regulations, and procedures.	On Going	Planning	
3.	The Small Lot Tentative Subdivision Map approval is valid for three (3) years from the date of City Council approval, unless an extension of time is subsequently approved or extended by "Legislation" including any current or future California State legislative extensions available and as may be applicable from the initial tentative map approval date by which this resolution was adopted, or as defined in a valid Development Agreement.	Three years, from date of approval or as defined in a valid Development Agreement	Planning	
4.	The Applicant/Owner/Developer, or Successors in Interest (hereby referred to as the Applicant), shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this application or any environmental or other documentation related to approval of this application. Applicant further agrees to provide a defense for the City in any such action.	On Going	Planning	



Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
5.	<p>Except as otherwise specified or provided for in the Project plans or in these conditions or in a valid Development Agreement, the Project shall conform to the development standards and design requirements adopted by the City of Elk Grove, specifically including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Southeast Policy Area Community Plan</li> <li>• The Elk Grove Zoning Code (Title 23 of the EGMC), including the Southeast Policy Area Special Planning Area (SEPA SPA)</li> <li>• EGMC Chapter 19.12 (Tree Preservation and Protection)</li> <li>• EGMC Chapter 14.10 (Water Efficient Landscape Requirements)</li> <li>• The Southeast Policy Area Landscape Planning Prototype Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> <li>• The Southeast Policy Area Architectural Style Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> </ul>	On Going	Planning Public Works	
6.	<p>The Applicant shall design and construct all improvements in accordance with the City of Elk Grove Improvement Standards, as further conditioned herein including subdivision modifications, and to the satisfaction of Public Works. All street improvements shall include vertical curb and gutter, except as approved by Public Works, in which case street improvements shall include rolled curb and gutter. Specific locations on median(s) that require emergency vehicle access will be evaluated during review and acceptance of the Improvement Plans.</p> <p>Public sewer, water, and other utility infrastructure shall be designed and constructed in accordance with the standards of the appropriate utility.</p>	On Going	Public Works  SCWA SASD SMUD PG&E	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
7.	<p>The Applicant shall pay all plan check fees, impact fees, or other costs as required by the City, the Cosumnes Community Services District (CCSD), Sacramento Area Sewer District (SASD), Sacramento County Water Agency (SCWA), or other agencies or services providers as established by law.</p> <p>To the extent available and applicable, the Applicant shall purchase sewer impact credits from the City to satisfy Project sewer impacts.</p>	On-Going	Planning Public Works CCSD SCWA SASD	
8.	<p>Approval of this Project does not relieve the Applicant from the requirements of subsequent permits and approvals, including but not limited to the following as may be applicable:</p> <ul style="list-style-type: none"> <li>• Grading Permit and Improvement Plan</li> <li>• Design Review and any other subsequent planning entitlements</li> <li>• Building Permit and Certificate of Occupancy</li> <li>• Requirements of the Sacramento Metropolitan Air Quality Management District</li> <li>• Fire permit</li> <li>• US Army Corps Permit(s)</li> </ul>	On-Going	Planning Public Works Building CCSD SCWA SASD	
9.	<p>The mitigation measures adopted as part of the Southeast Policy Area Strategic Plan are hereby incorporated herein by reference, and the Applicant shall implement and comply with all such applicable mitigation measures.</p>	On-Going	Planning	
10.	<p>Development within the mixed use areas (Lots 1096-1099 and Lots 1101-1104 and Lot H) shall be consistent with the Community Character/Transect discussion in the SEPA Special Planning Area document.</p>	On-Going	Planning	
<b>Prior To or In Conjunction With Improvement and/or Grading Plan Submittal or Approval</b>				
11.	<p>Any septic tanks for the existing structures shall be destroyed under a permit from the Sacramento County Environmental Management Department (EMD).</p>	Improvement Plans/Grading Plans	EMD	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement / Monitoring</u></b>	<b><u>Verification (date and signature)</u></b>
12.	The Applicant shall comply with, record, and pay the initial deposit for the Mitigation Monitoring and Reporting Program (MMRP) associated with the Project. Until the MMRP has been recorded and the estimated MMRP deposit of \$10,000 has been paid, no final subdivision map for the subject property shall be approved and no grading, building, sewer connection, water connection, or occupancy permit from the City or County will be approved.	Improvement Plans, Grading Plans, or Final Map, whichever occurs first	Planning	
13.	The Planning Division shall be notified immediately if any prehistoric, archaeological, or paleontologic artifact is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action.  <i>A note stating the above shall be placed on the Improvement Plans.</i>	Improvement Plan, including Grading Plans	Planning	
14.	All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed.  <i>A note stating the above shall be placed on the Improvement Plans</i>	Improvement Plan, including Grading Plans	Planning	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
15.	<p>While the October, 2014 Tree Survey identifies specific trees for removal and said trees are authorized for removal, additional trees may also be approved by the Planning Director as part of the review and approval of the Grading and Improvement Plans. All tree removal shall be mitigated pursuant to the procedures and requirements of EGMC Chapter 19.12. All other Trees of Local Importance not identified for removal in the Tree Survey are hereby declared Secured Trees and subsequent removal shall be subject to further mitigation as specified in EGMC Chapter 19.12. The final trees to be removed shall be determined to the satisfaction of the Planning Director, in consultation with the City Arborist. Consideration shall be given to cut/fill/slope requirements to the satisfaction of the Planning Director, in consultation with the City Arborist. Trees shall be protected to the highest extent feasible.</p> <p>Further, the Applicant shall complete the Arborist recommendations for pruning/maintenance of the trees identified in the Tree Survey.</p>	Improvement Plans or Grading Permit(s)	Planning City Arborist	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
16.	<p>The Applicant shall dedicate, design, and construct ten (10) bus stop pads at the following locations in accordance with City of Elk Grove Improvement Standards and to the satisfaction of Public Works:</p> <ol style="list-style-type: none"> <li>1. On "A" Drive, two bus stop concrete pads shall be located within 80 feet of the northwest and southeast corners of the intersection of "A" Drive and "K" Drive.</li> <li>2. On "A" Drive, two bus stop concrete pads, one on the north side of "A" Drive and the other on the south side of "A" Drive, shall be located at the intersection of Lot B and Lot A.</li> <li>3. On "A" Drive, two bus stop concrete pads shall be located within 80 feet of the northwest and southeast corners of the intersection of "A" Drive and "H" Drive.</li> <li>4. On "B" Drive, two bus stop concrete pads shall be located within 80 feet of the northwest and southeast corners of the intersection of "B" Drive and "D" Drive. Final location of the bus stops shall be in accordance with the District Development Plan design review process.</li> <li>5. On "B" Drive, two bus stop concrete pads shall be located within 150 feet of the intersection of "B" Drive and Bilby Road (west end). Final location of the bus stops shall be in accordance with the District Development Plan design review process.</li> </ol>	Small Lot Improvement Plans	Public Works/ Transit	
17.	<p>Annexation of the subject property to both SASD and SRCSD service area shall be required prior to <i>recording</i> of the Final Map or submission of improvement plans, whichever occurs first. Island annexations shall not be allowed and intervening parcel contiguous to the service area shall require annexation prior to or concurrently with these subject parcels.</p>	Prior to Small Lot Final Map or Improvement Plans, whichever occurs first	SASD	

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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
18.	A Subdivision Level (Level 3) sewer study shall be prepared, submitted for review, and approved by SASD prior to recordation of Small Lot Final Map or submittal of improvement plans for plan check to SASD, whichever comes first. The sewer study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with the SASD's most recent "Minimum Sewer Study Requirements". The study shall be done on a no "Shed-Shift" basis unless approved by SASD in advance and in compliance with the SASD Design Standards. Sewer infrastructure shall be constructed per approved sewer study(s).	Prior to Small Lot Final Map or improvement Plans, whichever comes first	SASD	
19.	The Applicant shall prepare and submit a drainage study to the satisfaction of Public Works and in accordance with City of Elk Grove Storm Drainage Master Plan, Improvement Standards, General Plan, SEPA Drainage Master Plan, and any other applicable drainage master plans or studies.	Small Lot Improvement Plan or Grading Permit(s)	Public Works	
20.	The Applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan in accordance with the City of Elk Grove Improvement Standards, SEPA Master Drainage Plan, and most recent version of the <i>Stormwater Quality Design Manual</i> for the Sacramento Region. The Applicant shall also submit a separate maintenance manual describing proper maintenance practices for the specific treatment controls to be constructed.	Small Lot Improvement Plans or Grading Permit(s)	Public Works	
21.	The Applicant shall design and install traffic calming devices on the following streets in accordance with City's Standards and to the satisfaction of Public Works: <ul style="list-style-type: none"> <li>• 'SS' Way between 'YY' Court and 'K' Drive</li> <li>• 'RR' Way between 'K' Drive and 'C' Drive</li> </ul>	Small Lot Improvement Plans	Public Works	
22.	The Applicant shall design and construct all walls consistent with Transportation Noise and Groundborne Vibration Assessment (dated March 2015) and the Landscape Planning Prototype Manual. Wall construction may be phased to the satisfaction of the Planning Director. Phasing may require additional noise study analysis.	Small Lot Improvement Plans	Planning	

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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
23.	The Applicant shall submit landscape and civil improvement plans for greenways (trails) and landscape corridors to the CCSD for review and approval.	Small Lot Improvement Plans	CCSD Parks	
24.	The Applicant shall submit civil improvement plans for areas immediately adjacent to and providing connections to the park sites to the CSD for review and approval.	Small Lot Improvement Plans	CCSD Parks	
25.	<p>The Applicant shall install a 6 foot tall masonry wall consistent with the standards of Landscape Planning Prototype Manual and to the satisfaction of the CCSD.</p> <ul style="list-style-type: none"> <li>• Where a lot abuts a park, the wall shall be located on the residential lot.</li> <li>• For any other location(s), the wall may be allowed to be located within City's right-of-way and/or parcels.</li> </ul> <p>General maintenance, repair, or replacement of the fence is the responsibility of the residential property owner, not the CSD. The CSD will be responsible solely for graffiti removal on the exterior portion of the wall that faces the park or parkway and the CSD shall bear all expenses associated with the removal of the graffiti.</p>	Small Lot Improvement Plans	CCSD Parks	
26.	The Applicant shall pay any applicable drainage impact fees for the park and greenway (trail) sites.	Small Lot Improvement Plans	CCSD Parks	
27.	As part of subdivision improvements, the Applicant shall construct & install landscape improvements in greenway (trail) corridors and designated landscape lots consistent with the SEPA SPA and Landscape Planning Prototype Manual to the satisfaction of the City and CCSD.	Small Lot Improvement Plans	Planning Public Works CCSD Parks	
28.	<p>As part of subdivision improvements, the Applicant shall:</p> <ol style="list-style-type: none"> <li>1. Provide utility stubs in to the park and greenway (trail) sites for water, drainage, electrical, phone, and sewer as applicable. Locations of all utility service points shall be pursuant to plans approved by the CSD; and</li> <li>2. Mass grade the park sites pursuant to plans approved by the CSD.</li> </ol>	Small Lot Improvement Plans	CCSD Parks	

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 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
29.	The Applicant shall design and construct the greenway (trail) crossing at "A" Drive from Lot E to the Lot B park site such that the path is smooth and direct with no sharp turns or adjustments in the user's path of travel and shall provide sufficient buffer space from the shared property line with the school site, all to the satisfaction of the City and CCSD. The final design shall incorporate a bulbout (as conceptually shown on the Tentative Map) and decorative paving consistent with the SEPA SPA Landscape Planning Prototype Manual.	Small Lot Improvement Plans	CCSD Parks Public Works	
30.	The Applicant shall design and construct bulbouts and pedestrian crossings at street intersections and greenway (trail) street crossings consistent with the SEPA SPA and Landscape Planning Prototype Manual.	Small Lot Improvement Plans	Planning CCSD Parks Public Works	
31.	<p>The Applicant shall dedicate land, to the satisfaction of Public Works, for the grade separated undercrossings of the greenway (trail) along Shed C at the following locations:</p> <ul style="list-style-type: none"> <li>• Shed C and Big Horn Blvd</li> <li>• Shed C and Bilby Road.</li> </ul> <p>Unless a fee program covering these improvements is adopted by the City Council prior to recordation of Final Map, the Applicant shall pay a fair-share in-lieu payment for these improvements prior to the approval of the Final Map.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Improvement Plans	Public Works	



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	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
32.	<p>An abandoned well survey shall be performed by Sacramento County Environmental Management Department (EMD) prior to any grading of the property. The results of the survey will determine if additional requirements are needed pursuant to EMD policies, procedures, and regulations.</p> <p>EMD will conduct the survey at no cost to the Applicant once permission is granted by the landowner.</p> <p>Prior to abandoning any existing agricultural wells, Applicant shall use water from agricultural wells for grading and construction. Nothing in this condition prohibits or allows the subdivider from using private wells to service water amenities in the Village Center or drainage corridor to the extent consistent with the SEPA Strategic Plan (EIR) and to the satisfaction of the City.</p>	Prior to Small Lot Grading	EMD Planning	

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<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
<b>Prior to or In Conjunction with Small Lot Final Map Submittal or Approval</b>			
<p>33. Prior to the recordation of the Small Lot Final Map, the Applicant shall either:</p> <ol style="list-style-type: none"> <li>1. Form or annex into an annual Mello-Roos Community Facilities District special tax for fire and emergency services; or</li> <li>2. Pay an equivalent amount for fire and emergency services as determined to be the fair share owed by the Applicant to the CCSD in their sole discretion.</li> </ol> <p>Any costs for the approval and creation of such annual special tax, annexation of the property into a Mello-Roos Community Facilities District for the Cosumnes Community Services District, or administration of the amount deposited to fund fire and emergency services, shall be paid from the annual special taxes of the Community Facilities District or the amount deposited with the Cosumnes Community Services District. The Applicant shall notify all potential lot buyers prior to sale that this Project is a part of a benefit assessment district and shall inform potential buyers of the special tax amount. Said notification shall be in a manner approved by the City. The Applicant shall supplement these costs until sufficient revenue is provided by such special district. In the event that the Applicant fails to form or annex into a Community Facilities District or pay an equivalent amount as provided for herein for such purposes for the Cosumnes Community Services District, no further building permits for the property shall be issued.</p>	Small Lot Final Map	CCSD Fire	

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	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
34.	<p>Prior to the recordation of the Small Lot Final Map, the Applicant shall annex the Project area into the Maintenance Mello-Roos Community Facilities District 2006-1 (CFD), to fund the Project's fair share of landscape related maintenance costs associated with public parkways, public parks, open space, landscape setbacks, bike and other paths, landscaped medians in and adjacent to roadways, maintenance and operation of a community center, sports (including aquatic) facilities, cultural arts center, and water features, and maintenance of other related facilities. The annexation process can take several months, so Applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/finance/financial-planning-division/cfd-information.htm">www.elkgrovecity.org/finance/financial-planning-division/cfd-information.htm</a>.</p>	Small Lot Final Map	Finance	
35.	<p>Prior to the recordation of the Small Lot Final Map, the Applicant shall annex the Project area into the Police Services Mello-Roos Community Facilities District 2003-2 (CFD), to fund the Project's fair share of Public Safety costs. The annexation process can take several months, so Applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/finance/cfd-information.asp">http://www.elkgrovecity.org/finance/cfd-information.asp</a></p>	Small Lot Final Map	Finance	
36.	<p>Prior to the recordation of the Small Lot Final Map, the Applicant shall annex the Project area into the Street Maintenance Assessment District No. 1 Zone 5 or a Street Maintenance Community Facilities District to fund a portion of the additional costs for long-term roadway maintenance related to serving the new development. The annexation process can take several months, so A</p> <p>Applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Levy Street Maintenance Assessments. For further information on this District, see <a href="http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp">http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp</a></p>	Small Lot Final Map	Finance	

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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
37.	As determined by SASD sewer easements may be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.	Small Lot Final Map	SASD	
38.	The Applicant shall quitclaim the existing Ingress & Egress and Utility easement as recorded in Book 700820 O.R 426 prior to the Final Map.	Small Lot Final Map	Public Works	
39.	The Applicant shall abandon the existing Irrevocable Offers of Dedication per Book 730124 O.R. 230 as shown on the Tentative Map to the satisfaction of Public Works.	Small Lot Final Map	Public Works	
40.	<p>The Applicant shall dedicate to the City of Elk Grove the transit corridor to the satisfaction of Public Works. Dedication to the City shall be in the form of an Irrevocable Offers of Dedication (IOD). The City shall consent to the offer of dedication on the Final Map and may accept the offer at any time. Until formally accepted by the City the responsibility for all taxes, maintenance and upkeep of the area shall be the sole responsibility of the Applicant and any future owners.</p> <p>Reimbursement may be provided for the transit corridor lands in accordance with the City's Capital Facilities Fee (CFF) Program and the Elk Grove Municipal Code Chapter 16.95, in the form of fee credits against the CFF Transit Fee.</p>	Small Lot Final Map	Public Works	

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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
41.	<p>To satisfy their public improvement obligations, the Applicant may be allowed, at the discretion of the City, to defer public improvements if capacity associated with such improvements is not immediately needed to meet level of service goals set forth in the General Plan, SEPA Community Plan, and/or applicable environmental documents. If the deferral involves improvements <i>within</i> or adjacent to a development and the improvements are not eligible for reimbursement under any City Fee Program, the Applicant shall make an in-lieu payment pursuant to Chapter 12.03 of the City's Municipal Code or establish and/or participate in a finance mechanism acceptable to the City to fund the deferred improvements.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works	
42.	<p>The Applicant shall dedicate, acquire (if necessary), design and construct the underlying improvements pursuant to the SEPA Drainage Master Plan consistent with the adopted SEPA Master Drainage Study, conditions of the U.S. Army Corps permit and the City's Storm Drainage Master Plan and Improvement Standards, to the satisfaction of the City. Phased and/or interim improvements may be allowed provided that they have been analyzed by the Applicant and approved by the City and that the City has determined such improvements do not impede further development of the entire backbone drainage system contained in the SEPA Drainage Study. Phased and/or interim improvements, if allowed, shall also be consistent with the adopted SEPA Master Drainage Study, conditions of the U.S. Army Corps permit and the City's Storm Drainage Master Plan and Improvement Standards.</p> <p>The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement and posting adequate security in accordance with City policy.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works	

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 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
43.	<p>The Applicant shall dedicate Lots B, C, D, F, G, H and I for park purposes to the satisfaction of Public Works. Dedication to the City shall be in the form of an Irrevocable Offers of Dedication (IOD) in fee simple to the satisfaction of Public Works. The City shall consent to the offer of dedication on the final map and may accept the offer at any time. Until formally accepted by the City the responsibility for all taxes, maintenance and upkeep on the above parcels shall be the sole responsibility of the Applicant and any future owners.</p> <p>Park dedication shall be in compliance with City of Elk Grove Municipal Code, Title 22.</p> <p>Unless a Park and Trail Fee Program is adopted by the City Council prior to recordation of the Final Map, park improvements shall be secured prior to approval of the Final Map. Security shall be based on an engineer's cost estimate approved by the City.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works CCSD Parks	
44.	<p>The Applicant shall reserve Lot A (School) for a future Elementary School site through an irrevocable reservation (per California Government Code Sections 66479 and 66480). The reserved site must be in a location and configuration acceptable to the EGUSD and in compliance with the conceptual site locations on the Southeast Policy Area Strategic Plan. The reserved site must also comply with all applicable state and local laws and regulations pertaining to school siting and school site selection. EGUSD shall not be responsible for any costs associated with the reservation of school sites except as required by law, including but not limited to California Government Code section 66480.</p>	Small Lot Final Map	Public Works EGUSD	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
45.	If the Applicant proposes to record multiple final maps, the Applicant shall provide an infrastructure phasing plan for approval by the City and appropriate utility agencies prior to approval of Final Map. The phasing plan shall include on- and off-site improvements, and dedication of property rights that will be required with each proposed map phase. The Applicant shall dedicate/acquire property rights for, design, and construct all infrastructure improvements, as specified in these conditions, determined by the City and appropriate agency to be necessary to serve the lots proposed to be created with each Final Map. Improvements shall include a collector and/or local street system that provides at least two points of access to arterial and/or thoroughfare streets, to the satisfaction of the City, unless the street system serves forty residential units or fewer, in which case the City may allow a single point of access to be provided.	Small Lot Final Map	Public Works CCSD Fire SCWA SASD SMUD PG&E	
46.	Unless otherwise included in a City adopted Fee Program, the Applicant shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.  This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.	Small Lot Final Map	Public Works	
47.	The Applicant shall dedicate, design, and install the roundabouts at the intersections of 'C' Drive/'B' Drive and 'D' Drive/'B' Drive to the satisfaction of Public Works. The District Development Plan Design Review may be approved with conventional intersections or other alternatives described above. Final intersection design shall be to the satisfaction of Public Works.	Small Lot Final Map	Public Works	
48.	Should any portions of the Project be developed as a gated subdivision, the Applicant shall record a maintenance agreement involving all lots within the gated community for the timely maintenance of all internal private streets to the satisfaction of Public Works.	Small Lot Final Map	Public Works	
49.	The Applicant shall dedicate any and all private streets as an easement to allow access for services such as utility and emergency vehicles.	Small Lot Final Map	Public Works	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
50.	<p>The Applicant shall dedicate to the City utility easements for underground facilities and appurtenances adjacent to all public streets. The need for utility easements adjacent to public streets along parks and greenways shall be determined prior to final map recordation subject to review and approval of the City. Easements shall be dedicated pursuant to the following widths:</p> <ul style="list-style-type: none"> <li>• 20 foot adjacent to public streets with separated sidewalk.</li> <li>• 12.5 foot adjacent to local residential streets with attached sidewalk.</li> <li>• 10 feet when within Medium Density Residential areas (Lots 22 through 144 and 838 through 978), along with an additional 2.5 foot wide and 10 foot long area for pull boxes, transformers, and similar facilities centered on the common property lines of approximately every fourth lot to the satisfaction of the City after review and recommendation of SMUD.</li> </ul>	Small Lot Final Map	Public Works	
51.	All landscape corridors (excluding those along Lots 1095 through 1105), shall be dedicated in fee title to the City to the satisfaction of Public Works.	Small Lot Final Map	Public Works	
52.	All eligible greenways and trails (Lots E, L thru Y, and BB thru GG) shall be dedicated in fee title to the City to the satisfaction of Public Works. Configuration and dedication of Lots Z thru AA to be determined with District Development Plan Design Review for the Village Center. Said dedications may be subject to credit/reimbursement if the dedications are included in a SEPA facility financing program.	Small Lot Final Map	Public Works	
53.	All parcels to be dedicated in fee to the City CCSD, as a condition of this Tentative Map, shall not be encumbered with any easements nor shall it be subject to a deed of trust at the time of the dedication on the final map. A partial re-conveyance for any deed of trust shall be submitted along with the final map for City Council Approval. The Applicant shall also provide title insurance in conjunction with all fee title dedications to the City of Elk Grove.	Small Lot Final Map	Public Works	



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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
54.	The Applicant shall dedicate temporary easements (as determined necessary by the City), design, and construct temporary emergency vehicle turnarounds at the termini of Big Horn Blvd, Bilby Road, Lotz Parkway, 'U' Way, 'C' Drive, 'D' Drive, and 'G' Drive to the satisfaction of Public Works.	Small Lot Final Map	Public Works	
55.	The Applicant shall install appropriate road transitions, including all necessary signing and striping, to the satisfaction of Public Works. Transitions will be evaluated and locations determined during Improvement Plan review. To the extent feasible, as determined by the City in its sole discretion, the road transitions may be located on-site.	Small Lot Final Map	Public Works	
56.	The following intersections shall be dedicated, designed, and improved by the Applicant in accordance with the City of Elk Grove Improvement Standards for Widened Intersections, to the satisfaction of Public Works: <ul style="list-style-type: none"> <li>• Lotz Parkway and A Drive</li> <li>• Bilby Road and B Drive</li> <li>• Bilby Road and Big Horn Blvd</li> <li>• Big Horn Blvd and A Drive</li> </ul>	Small Lot Final Map	Public Works	
57.	The Applicant shall acquire, dedicate, design, and improve the intersection at 'E' Drive and Big Horn Blvd in accordance with the City of Elk Grove Improvement Standards for Widened Intersections, to the satisfaction of Public Works.	Small Lot Final Map	Public Works	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
58.	<p>The Applicant shall dedicate, design and improve the westerly half-section of Lotz Parkway, 37 feet from the approved centerline, from northerly property line to Shed C channel. If adjacent right-of-way is not dedicated, the Applicant shall dedicate a minimum of 40 feet of right-of-way. Improvements shall be based on 74-foot right-of-way street section shown on the approved Tentative Map and shall be in accordance with SEPA SPA and the City of Elk Grove Improvement Standards and to the satisfaction of Public Works. A 24' wide landscape corridor with modifications at intersection widenings and where 40' right-of-way is required shall be installed adjacent to Lotz Parkway. A 21' landscape corridor shall be dedicated if a minimum 40' right-of-way is required pursuant to the above requirements. Partial street improvements providing sufficient traffic handling capacity, and including at a minimum one vehicular travel lane in each direction, provisions for roadside drainage, and acceptable connections to intersections, may be constructed as approved by Public Works.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works	

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 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
59.	<p>The Applicant shall acquire, dedicate, design, and improve the westerly half-section of Lotz Parkway, 37 feet from the approved centerline, from Shed C channel to Kammerer Road. If adjacent right-of-way is not dedicated, the Applicant shall dedicate a minimum of 40 feet of right-of-way. An alternative segment of Lotz Parkway may be considered should other access to an arterial and/or thoroughfare street exist, to the satisfaction of the Public Works. Improvements shall be based on 74-foot right-of-way street section shown on the approved Tentative Map and shall be in accordance with SEPA SPA and the City of Elk Grove Improvement Standards and to the satisfaction of Public Works. The Applicant shall provide interim pedestrian improvements in accordance with City Improvement Standards and to the satisfaction of Public Works. Partial street improvements within the ultimate 74' right-of-way may be permitted, as approved by Public Works, provided there will be sufficient traffic handling capacity including, at a minimum, one vehicular travel lane in each direction, provisions for roadside drainage, and acceptable connections to intersections.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works	

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 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
60.	<p>The Applicant shall acquire, design and improve the easterly half-section of Big Horn Blvd, 37 feet from the approved centerline, from the existing driveway of Los Rios College to 'E' Drive. If adjacent right-of-way is not dedicated, the Applicant shall dedicate a minimum of 40 feet of right-of-way. Improvements shall be based on 74-foot right-of-way street section shown on the approved Tentative Map and shall be in accordance with SEPA SPA and the City of Elk Grove Improvement Standards and to the satisfaction of Public Works. The Applicant shall provide interim pedestrian improvements in accordance with City of Elk Grove Improvement Standards and to the satisfaction of Public Works. Partial street improvements within the ultimate 74' right-of-way may be permitted, as approved by Public Works, provided there will be sufficient traffic handling capacity, including, at a minimum, one vehicular travel lane in each direction, provisions for roadside drainage, and acceptable connections to intersections.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works	

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	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
61.	<p>The Applicant shall dedicate, design and improve the easterly half-section of Big Horn Blvd, 37 feet from the approved centerline, from 'E' Drive to the southerly property line. If adjacent right-of-way is not dedicated, the Applicant shall dedicate a minimum of 40 feet of right-of-way. Improvements shall be based on 74-foot right-of-way street section shown on the approved Tentative Map and shall be in accordance with SEPA SPA and the City of Elk Grove Improvement Standards and to the satisfaction of Public Works. A 24' wide landscape corridor with modifications where 40' right-of-way is required shall be installed adjacent to Big Horn Blvd. Partial street improvements providing sufficient traffic handling capacity, and including at a minimum one vehicular travel lane in each direction, provisions for roadside drainage, and acceptable connections to intersections, may be constructed as approved by Public Works. A 21' landscape corridor shall be dedicated if a minimum 40' right-of-way is required per above.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works	
62.	<p>The Applicant shall acquire, dedicate, design, and improve 'E' Drive in full width as shown on Tentative Map and in accordance with the SEPA SPA, the City of Elk Grove Improvement Standards, and to the satisfaction of Public Works. Partial street improvements providing sufficient traffic handling capacity, and including at a minimum one vehicular travel lane in each direction, provisions for roadside drainage, and acceptable connections to intersections, may be constructed as approved by Public Works.</p>	Small Lot Final Map	Public Works	
63.	<p>The Applicant shall dedicate, design, and improve all internal streets with approved sub-modifications as shown in the tentative subdivision map, in accordance with the SEPA SPA, the City of Elk Grove Improvement Standards, and to the satisfaction of Public Works and as further conditioned herein.</p>	Small Lot Final Map	Public Works	

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 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
64.	<p>If warranted as determined by Public Works, the Applicant shall design and install a traffic signal at the following intersections in accordance with City of Elk Grove Improvement Standards and to the satisfaction of Public Works:</p> <ul style="list-style-type: none"> <li>• "A" Drive/Big Horn Blvd</li> <li>• "A" Drive/Lotz Parkway</li> <li>• Bilby Road/Big Horn Blvd</li> <li>• Westerly intersection of "B" Drive/Bilby Road.</li> </ul> <p>If the traffic signal is not warranted by Final Map approval, the Applicant shall design and install a four-way stop sign with provisions for a future signal (e.g. loop detectors, pull boxes, etc.) at the intersections mentioned above to the satisfaction of Public Works.</p> <p>Unless included in a City adopted fee program the Applicant shall be responsible for all costs associated with design and installation of the required improvements. If such fee program is adopted Applicant shall be responsible to the extent provided for in the fee program. It shall be noted the signal at "B" Drive and Bilby Road is not included in the latest update of the City's Roadway Fee Program.</p>	Small Lot Final Map	Public Works	

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 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
<p>65. If necessary, the Applicant shall dedicate, design, and construct backbone sewer improvements necessary to serve the Project, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Sewer lift station</li> <li>• Force main</li> <li>• Trunk sewer</li> </ul> <p><i>Dedication to the City shall be in the form of an Irrevocable Offers of Dedication (IOD) in fee simple to the satisfaction of Public Works. The City shall consent to the offer of dedication on the Final Map and may accept the offer at any time. Until formally accepted by the City the responsibility for all taxes, maintenance and upkeep on the above parcels shall be the sole responsibility of the Applicant and any future owners.</i></p> <p>The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement and posting adequate security in accordance with City policy.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	<p>Small Lot Final Map</p>	<p>Public Works SASD</p>	

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 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
66.	<p>The Applicant shall dedicate, design, and construct backbone water improvements necessary to serve the Project, including but not limited to the construction of a looped trunk system from existing points of connection as approved by SCWA.</p> <p>Dedication to the City shall be in the form of an Irrevocable Offers of Dedication (IOD) in fee simple to the satisfaction of Public Works. The City shall consent to the offer of dedication on the Final Map and may accept the offer at any time. Until formally accepted by the City the responsibility for all taxes, maintenance and upkeep on the above parcels shall be the sole responsibility of the Applicant and any future owners.</p> <p>The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement and posting adequate security in accordance with City policy.</p>	Small Lot Final Map	Public Works SCWA	
67.	<p>The Applicant shall dedicate, design, and construct a "purple pipe" network for the transmission and distribution of Title 22 tertiary treated water to serve parks, greenways (trails), landscape corridors, and private commercial and multifamily landscape irrigation throughout the subdivision. The "purple pipe" shall be designed and constructed pursuant to the standards of SCWA and to the satisfaction of the Agency.</p> <p>The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement and posting adequate security in accordance with City policy.</p> <p>This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.</p>	Small Lot Final Map	Public Works SCWA	
68.	<p>For all single family corner lots, an access restriction shall be placed on the property from the driveway around the corner to the property line of the side yard.</p>	Small Lot Final Map	Public Works	



Exhibit D  
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	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
69.	The granting of any easement to any other person(s) or entity once the Tentative Map has been approved is prohibited unless otherwise approved by the City. Should such grant be <i>inadvertently provided</i> it shall be subordinated to any dedication of streets or easements to the City as shown on the Final Map. A subordination document shall be submitted along with the final map for City Council approval.	Small Lot Final Map	Public Works	
70.	Prior to any Final Map approval, the Applicant can satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement with the City.	Small Lot Final Map	Public Works	
71.	<p>It is the City's intent to determine whether reciprocal access (vehicular and/or pedestrian) and/or parking rights, and/or common area maintenance obligations, will be necessary for the following lots listed below and, if the City determines that such rights and obligations are necessary, to implement such rights and obligations on said lots. To that end, prior to the approval of the first design review for any of the lots within each of the lot groupings individually, the Applicant shall complete, at its sole expense, to the reasonable satisfaction of the City, a parking and access study to be used by City to determine the extent at which any access, parking and maintenance requirements shall be imposed by the City, in its reasonable discretion, on the subsequent development of the specified parcels. Prior to development of the subsequent lots, and based on such parking and access study, the Applicant shall establish and ensure that any access, parking rights, and/or common area maintenance required by the City is documented, to City's reasonable satisfaction, and that such documentation is recorded on the property.</p> <p>This requirement shall be documented on the subject lots prior to Final Map recordation by a note referencing this condition of approval.</p> <ul style="list-style-type: none"> <li>• Lots H, 1101, 1102, 1103, and 1104</li> <li>• Lots I, 1096, and 1097</li> <li>• Lots B, 1098, and 1099</li> <li>• Lots J and 1100</li> </ul>	Small Lot Final Map	Public Works	

Exhibit D  
 SOUZA DAIRY (EG- 13-030)  
 Conditions of Approval – SMALL LOT TENTATIVE SUBDIVISION MAP

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
72.	A street name from the City of Elk Grove Veterans Street Name Program shall be assigned to the Project for use on a street within the subdivision in accordance to City Policy and to the satisfaction of Public Works.	Small Lot Final Map	Public Works	
73.	<p>A District Development Plan Design Review for the Village Center (Lots 1101 through 1104 and Lot H) shall be reviewed and approved, consistent with the requirements of EGMC Section 23.16.080.B.6, prior to recordation of these lots. As part of the District Development Plan Design Review, the final siting and configuration of Lot H may be adjusted, subject to review and approval by the City.</p> <p>Alternatively, the Applicant may Final Map all of the subject lots as one lot prior to completion of the District Development Plan Design Review. If this is done, the District Development Plan Design Review shall be reviewed and approved prior to approval of any subsequent design review approval for any building in the subject area. Additionally, the recordation of the single lot shall include a reservation, in a form satisfactory to the City, for a future park site of 4.5± net acres.</p>	Prior to Small Lot Final Map Recordation of Lots 1101 through 1104 and Lot H	Planning	
<b>Prior to or in Conjunction with Building Permit Submittal or issuance/Approval</b>				
74.	The trunk and collector sewer system for the Project will not be accepted for operation and maintenance until the downstream sewer system serving the Project is also accepted for operation and maintenance. All sewer facilities shall be accepted for operation and maintenance prior to issuance of a building permit as necessary to serve the Project. Temporary service may be allowed subject to approval from SASD.	Building Permit	SASD	
75.	Building permits for model homes may be issued prior to the completion of the requisite infrastructure per existing model home permit release checklist.	Building Permit	Planning	

**CERTIFICATION  
ELK GROVE CITY COUNCIL. RESOLUTION NO. 2015-164**

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

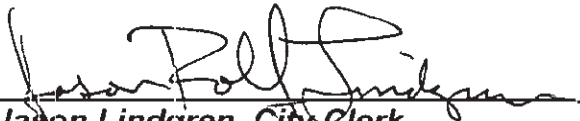
*I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a special meeting of said Council held on August 12, 2015 by the following vote:*

**AYES :**        **COUNCILMEMBERS:**        *Davis, Hume, Detrick, Ly, Suen*

**NOES:**        **COUNCILMEMBERS:**        *None*

**ABSTAIN :**    **COUNCILMEMBERS:**        *None*

**ABSENT:**     **COUNCILMEMBERS:**        *None*

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

Amended and Restated Development Agreement  
August 2021

**EXHIBIT 5.B**

**Elk Grove City Council Resolution 2021-031**

**See next page**

## ATTACHMENT 1 EXHIBIT 5.B

### RESOLUTION NO. 2021-031

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO STATE CEQA GUIDELINES SECTION 15162, DECLARING ITS INTENT TO ADOPT AN AMENDMENT TO THE SOUTHEAST POLICY AREA COMMUNITY PLAN (PART OF THE GENERAL PLAN) AND APPROVING A TENTATIVE SUBDIVISION MAP WITH DESIGN REVIEW FOR SUBDIVISION LAYOUT, ABANDONMENT OF A PORTION OF POPPY RIDGE ROAD, AND A TREE REMOVAL PERMIT FOR THE POPPY KEYS SOUTHWEST PROJECT (EG-17-038) ASSESSOR PARCEL NUMBERS 132-0290-014, -015, AND -016**

**WHEREAS**, the Development Services Department of the City of Elk Grove (the “City”) received an application on October 20, 2017, from Elk Grove Land Investments, LLC (the “Applicant”) requesting approval of a Community Plan Amendment, Special Planning Area Amendment, Tentative Subdivision Map with Design Review for Subdivision Layout, Abandonment of a portion of Poppy Ridge Road, and a Tree Removal Permit; and

**WHEREAS**, the proposed Project is located on real property in the incorporated portions of the City more particularly described as APNs 132-0290-014, -015, AND -016; and

**WHEREAS**, the Development Services Department considered the Project request pursuant to the Elk Grove General Plan; the Elk Grove Municipal Code (EGMC) Title 22 (Land Development) and Title 23 (Zoning Code); the Southeast Policy Area Special Planning Area, and all other applicable state and local regulations; and

**WHEREAS**, the Planning Commission held a duly-noticed public hearing on January 7, 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 voted 4-0 (with one Commissioner absent) to recommend approval of the Project to the City Council; and

**WHEREAS**, the City Council held a duly-noticed public hearing on January 27, 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Elk Grove hereby finds that the proposed Project requires no further environmental review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations), based upon the following finding:

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 alternative.

On July 9, 2014, the City Council certified an EIR for and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the SEPA Strategic Plan (State Clearinghouse No. 2013042054). The SEPA EIR analyzed full buildout of SEPA based upon the land plan, development standards, and policies contained in the Community Plan and Special Planning Area (SPA), as well as the improvements identified in the accompanying infrastructure master plans. The Project remains subject to the SEPA MMRP which includes mitigation related to farmland protection, air quality, biological resources including Swainson's hawk foraging habitat, cultural resources, greenhouse gasses (Climate Action Plan compliance), hazardous/toxic materials, drainage, noise, and traffic.

The requested amendments to the Community Plan and SPA will modify the acreages of residential land uses within the Project Area. The Community Plan and SPA Amendments will not add any land uses not currently designated for development within SEPA. Although the acreages of the residential land uses are being amended, the reconfiguration results in less than a 10% increase in the

Medium Density Residential Designation and less than a 10% decrease in the Low Density Residential Designation. The proposed number of lots (324) with the Tentative Subdivision Map (TSM) is within the range of lots allowed under the current density ranges and acreages (between 283 and 569 units).

The Project, as proposed, will build out at a density/intensity within the range of what was anticipated in the SEPA EIR. The City updated its General Plan in 2019; while the proposed Project, including the requested Community Plan amendments, have been found to be consistent with the General Plan goals, policies, and implementation programs, the updated General Plan implements new transportation analysis standards related to Vehicle Miles Traveled (VMT). The Project was analyzed against the VMT standards and it was determined that the Project is exempt from additional VMT analysis. The subject site is in an area that has been determined to result in a 15% VMT reduction based on its General Plan/Community Plan land use designations. As the Project does not include any new land uses and the proposal for 324 new single-family residences is within the range of lots allowed under the current density ranges and acreages, the Project will achieve the 15% VMT reduction.

The General Plan includes a Climate Action Plan (CAP). The greenhouse gas mitigation of the SEPA MMRP already requires the Project to implement a majority of the measures required for residential development in the CAP. The SEPA MMRP does not require any measures requiring fully electric appliances for residential construction, therefore, the Project has been conditioned to comply with CAP Measure BE-6 requiring at least 10% of all new homes to be built with exclusively electric appliances.

There are no substantial changes in the Project from those analyzed in the 2014 EIR and no new significant environmental effects, or 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. Further, since no changes to the EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR pursuant to State CEQA Guidelines Section 15164. Therefore, the prior EIR is sufficient to support the proposed action and no further environmental review is required.

**AND, BE IT FURTHER RESOLVED**, that the City Council hereby declares its intent to adopt an amendment to the Southeast Policy Area Community Plan (part of the General Plan), approves an amendment to the Southeast Policy Area Community Plan (part of the General Plan), and approves a Tentative Subdivision Map with Design Review for Subdivision Layout, Abandonment of a portion of Poppy Ridge Road, and a Tree Removal Permit, as described in Exhibit A and illustrated in Exhibits B, and C, and D and subject to the conditions set forth in Exhibit E, each of which is attached and incorporated herein by these references, and based upon the following findings:

## ***Community Plan Amendment***

Finding #1: The amendment to the community plan is consistent with the General Plan goals, policies, and implementation programs.

Evidence: The proposed Community Plan amendment would modify the land plan for the Project area. The Community Plan Amendment will not add any new land uses not currently designated on the site. Although the acreages of the residential land uses are being amended, the reconfiguration results in less than a 10% increase in the Medium Density Residential Designation and less than a 10% decrease in the Low Density Residential Designation. The number of lots proposed with the TSM (324) is within range of lots allowed under the current density ranges and acreages (between 283 and 569 units)

Finding #2: The amendment to the community plan is internally consistent to the community plan.

Evidence: The proposed amendment would modify the land plan for the Project area reconfiguring and adjusting the acreage of the Low and Medium Density Residential designations. While 0.8 acres of greenway are being removed, the Proposed land use plan retains 3.6 acres of parks and open space currently designated for the site. Though the land use designations are proposed to be rearranged across the subject site, the subdivision layout maintains compatibility with adjacent land uses in the SEPA Community Plan area which include low, medium, and high density residential uses, and employment center uses. Additionally, the planned vehicular and alternative modes of circulation remain consistent with the SEPA circulation diagram.

## ***Tentative Subdivision Map***

Finding: None of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a tentative map apply to this Project.

- a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
- b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- c. That the site is not physically suitable for the type of development.
- d. That the site is not physically suitable for the proposed density of development.
- e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.



Evidence:

- (a) As described in the Project staff report and the Project findings, the proposed Project requires amendments to the SEPA Community Plan and SPA. These amendments have been reviewed and it has been determined that they are consistent with General Plan goals, policies, and implementation programs. While amendments redistribute the land uses across the site, the proposed Tentative Subdivision Map will result in an overall development intensity consistent with the land uses currently designated by the Community Plan.
- (b) As described in the staff report, the proposed subdivision design, lot sizes, lot configurations, and proposed infrastructure improvements are consistent with the SEPA Special Planning Area development standards and land use designations for the proposed site.
- (c) The site is physically suitable for the proposed development. The SEPA Community Plan land use map has anticipated the Project site for development. Access to the site will be provided or is available and necessary services and facilities can be provided. Therefore, the site is physically suitable for the development proposed.
- (d) The site is physically suitable for the proposed density of development. While the requested plan amendments redistribute the land uses across the site, the proposed Tentative Subdivision Map will result in an overall development intensity consistent with the land uses currently designated by the Community Plan.
- (e) Development of Project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site was analyzed for residential development in the 2014 SEPA Strategic Plan EIR and remains subject to its adopted MMRP including all mitigation measures related to biological resources.
- (f) The design of the subdivision will not cause serious public health problems based upon the analysis presented in the SEPA Strategic Plan EIR and subject to its adopted MMRP.
- (g) The design of the subdivision will not conflict with easements acquired by the public at large as demonstrated by review of the Project. While public right-of-way will be abandoned with this Project, the abandonment is due to excess right-of-way that is not necessary to construct the roadways needed for the proposed subdivision.

***Design Review for Subdivision Layout***

Finding #1: The proposed Project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, Special Planning Area provisions, and Citywide Design Guidelines adopted by the City.

Evidence #1: The site layout has been reviewed against the SEPA Special Planning Area development standards and Citywide Design Guidelines for residential subdivisions and meets all applicable design requirements. The

proposed subdivision map and related plans provide all the design elements required by the SEPA Special Planning Area development standards, including an interconnected street system, pedestrian connectivity, and sufficient open space. The conditions of approval and subsequent design review of future residential development will ensure consistency with all standard requirements.

Finding #2: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence #2: The Project does not include any buildings. The proposed subdivision map and related plans provide all the design elements required by the Southeast Policy Area Special Planning Area development standards, including appropriate landscape areas pursuant to SEPA. The Project includes conditions of approval which require all landscape plans to be designed consistent with the SEPA landscape prototype manual. The conditions of approval and subsequent design review of future residential development will ensure consistency with all standard requirements.

Finding #3: The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of buildings on adjoining and nearby properties.

Evidence #3: The Project does not include any buildings. All future residential and commercial development will be subject to compliance with the SEPA physical form and design protocol requirements.

Finding #4: The proposed Project will not create conflicts with vehicular, bicycle, or pedestrian modes of transportation.

Evidence #4: Vehicular access through the residential area of the site will be provided through three entries from Poppy Ridge Road. Both "E" Way and "A" Drive align with approved streets in the approved Souza Dairy project to the south. "A" Drive serves as a Residential Collector for the subdivision that will continue south through Souza Dairy consistent with the SPA's Street Layout Map (SPA Chapter 4, Physical Form: Streets). Internal streets have been planned in a grid pattern to achieve access throughout the various villages, making it possible to circulate through the subdivision without having to exit onto a major arterial. The proposed Project provides internal off-street public trails/greenways linking public parks and greenways to future park facilities on adjacent parcels. These sites and sizes are specifically identified in the SEPA SPA land plan. Though the subdivision plan relocates a park and removes the greenway providing access to that park, the on- and off-street bicycle and pedestrian circulation included in the project's design remains consistent with the City's Bicycle, Pedestrian and Trails Master Plan. Therefore, the Project will not create conflicts with vehicular, bicycle, or pedestrian modes of transportation.

Finding #5: The residential subdivision is well integrated with the City's street network, creates unique neighborhood environments and establishes a pedestrian friendly environment.

Evidence #5: The Project includes an interconnected street system as well as greenways and open space consistent with the SEPA land use and street layout plans. The proposed Project provides internal off-street public trails/greenways linking public parks and greenways internal to the site to future park facilities on adjacent parcels. Pedestrians will be able to utilize the greenways/trails to connect to larger off-site parks within the SEPA.

### ***Abandonment***

Finding #1: The abandonment of a portion of Poppy Ridge Road is consistent with the City's General Plan.

Evidence #1: California Government Code Section 65402(a) and Elk Grove Municipal Code Section 23.10.030 require that the City Council make a determination that abandonment of real property is in conformity with the adopted General Plan. Right-of-way has already been dedicated to the City to facilitate the construction of roadway and infrastructure improvements along Poppy Ridge Road. The Tentative Subdivision Map (TSM) design does not require the full dedicated roadway width to construct Poppy Ridge Road pursuant to the roadway sections on the TSM consistent with SEPA roadway standards. The excess right-of-way is noted on the TSM for abandonment. Consistent with General Plan Policy MOB-7-3, right-of-way has already been dedicated for Poppy Ridge Road. The proposed TSM design has been reviewed and it has been determined that the width of the right-of-way currently dedicated for the construction of Poppy Ridge Road is in excess of what is necessary and it has been determined that this excess can be abandoned.

### ***Tree Removal Permit***

Finding #1: For development projects, every effort has been made to integrate the existing tree(s) into project design, including the use of minor deviations and/or variances.

Evidence #1: A total of eight trees of local importance are proposed for removal with this tentative subdivision map. Of these eight trees, there are seven that must be removed due to roadway or drainage requirements. There are two Valley Oak trees and one Black Walnut tree (Trees 465, 466, and 468) that are located within the proposed roadway alignment of Poppy Ridge road and must be removed. The alignment of Poppy Ridge Road has already been set by development within the LRSP to the north and cannot be realigned to retain these trees.

Trees 452 and 453 are respectively 19-inch and 17-inch Valley Oak trees . These trees are within the alignment of SEPA Residential Collector 2. This collector road aligns with the existing Cape Verde Drive in the LRSP to the north and also aligns with Residential Collector 2 on the approved Souza Dairy Project to the south; therefore, the roadway cannot be realigned.

Trees 458 and 2489 are respectively 16-inch and 17-inch Valley Oak trees of . Both trees are in the central portion of a proposed residential lot and must be removed due to the grading required in order to conform to the approved SEPA drainage master plan.

Finding #2: The effect of the removal of the trees will not negatively impact the health, safety, and prosperity of surrounding trees, or the aesthetics and general welfare of the area.

Evidence #2: None of the eight trees requested for removal will affect the health, safety, or prosperity of trees on the subject site, or surrounding sites. None of the trees proposed for removal are proximate to any trees of local importance on adjacent properties. With the exception of Trees 452 and 453, which are Valley Oak trees, the trees proximate to the trees included in this tree permit are not trees of local importance (i.e. eucalyptus, pine, etc.) and may be removed without a Tree Removal Permit. Though Trees 452 and 453 are near each other, they will both need to be removed due to the alignment of the SEPA Residential Collector 2 roadway.

Finding #3: The tree presents a threat to public health and safety and must be removed.


Evidence #3: This finding is specific to Tree 2487. This tree is a 34-inch Black Walnut. A majority of the upper canopy of this tree is dead and would present a safety hazard were it to remain on the site.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 27<sup>th</sup> day of January 2021




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

ATTEST:

  
JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

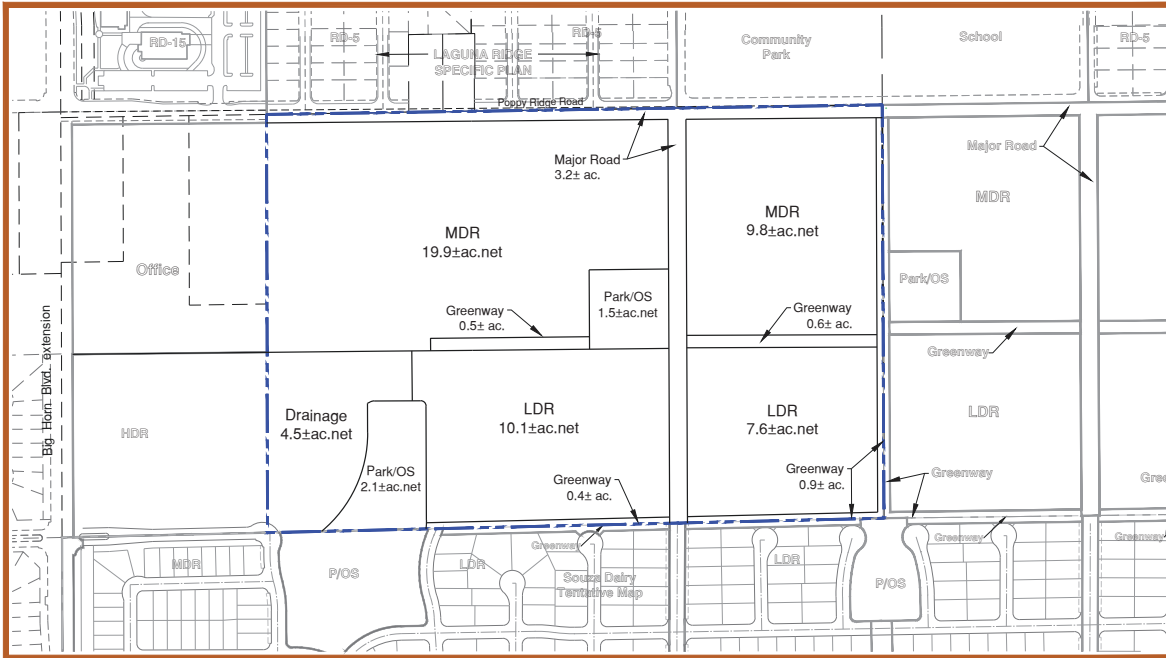
  
JONATHAN P. HOBBS,  
CITY ATTORNEY

**Exhibit A**  
**Poppy Keys Southwest**  
**Project Description**

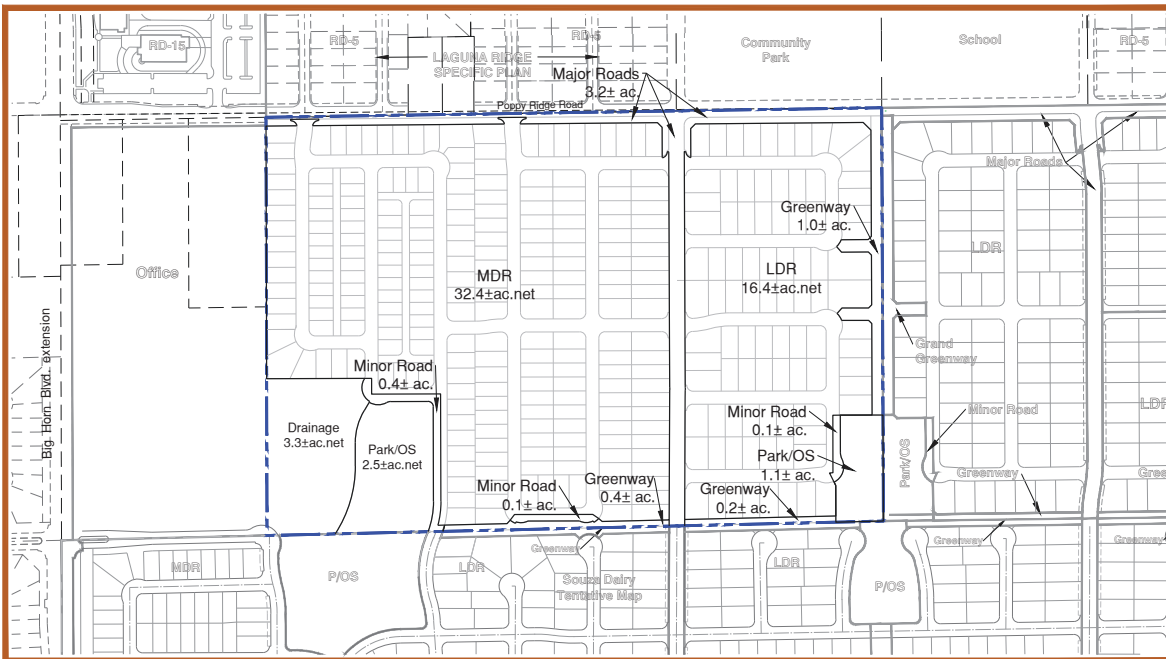
**PROJECT DESCRIPTION**

The proposed Project consists of a Community Plan and Special Planning Area Amendment to reconfigure the boundaries and acreages of the existing land use and zoning designations of 61.1 acres within the Southeast Policy Area; a Tentative Subdivision Map with Design Review for Subdivision Layout to subdivide 61.1 acres into 324 lots for single-family residential development, two (2) parks lots, one (1) detention basin lot, and seven (7) landscape/greenway lots; Abandonment of a portion of Poppy Ridge Road; and a Tree Removal Permit to remove eight (8) trees of local importance.

EXHIBIT B



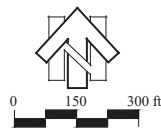
Existing



Proposed

LAND USE TABLE		
Land Use	Existing Acres(+/-)	Proposed Acres(+/-)
MDR	29.7	32.4
LDR	17.7	16.4
Park/OS	3.6	3.6
Greenway	2.4	1.6
Drainage	4.5	3.3
Major Road <sup>(1)</sup>	3.2	3.2
Minor Road <sup>(2)</sup>	0.0	0.6
<b>Total</b>	<b>61.1</b>	<b>61.1</b>

Notes:  
 1) Includes Poppy Ridge Rd. & residential collector #2.  
 2) Includes park & greenway frontage.



SEPA  
 Special Planning Area  
 & Community Plan  
 Amendment Exhibit  
*Poppy Keys  
 Southwest*

Scale: 1" = 450'  
 when printed 11" x 17"

January 9, 2019  
 Revised: February 28, 2019  
 July 17, 2020









**Exhibit E  
Poppy Keys Southwest  
Conditions of Approval**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
<b>On-Going</b>				
1.	Development and operation of the proposed Project shall be consistent with the Project Description and Project Plans as provided in Exhibits A and B, incorporated herein by this reference. Deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.	On-Going	Planning	
2.	The Small Lot Tentative Subdivision Map approval is valid for 36 months from the date of Planning Commission approval, unless an extension of time is subsequently approved including, but not limited to, any extension granted in a Development Agreement between Applicant and City.	36 months, commencing with the date of Planning Commission approval	Planning	
3.	This action does not relieve the Applicant of the obligation to comply with all applicable federal, state and local ordinances, statutes, regulations, and procedures.	On-Going	Planning	
4.	The Applicant/Owner or Successors in Interest (hereinafter referred to as the "Applicant") shall indemnify, protect, defend, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses or expenses including without limitation court costs, reasonable attorney's fees and expert witness fees arising out of this Project including challenging the validity of this application/permit or any environmental or other documentation related to approval of this Application.	On-Going	Planning	
5.	As to any fee, dedication, reservation or exaction established by these conditions of approval that are subject to the Mitigation Fee Act, notice is hereby given pursuant to California Government Code Section 66020(d) that the 90-day period in which you may protest the fees set forth herein has begun to run as of the date of approval of this Project. Other limitations periods may apply. The City reserves all rights.	On-Going	Planning	

<b>Conditions of Approval</b>		<b>Timing / Implementation</b>	<b>Enforcement/ Monitoring</b>	<b>Verification (date and Signature)</b>
6.	<p>Except as otherwise specified or provided for in the Project plans or in these conditions, the Project shall conform to the development standards and design requirements adopted by the City of Elk Grove, specifically including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Southeast Policy Area Special Planning Area</li> <li>• The Elk Grove Zoning Code (Title 23 of the EGMC)</li> <li>• The Southeast Policy Area Landscape Planning Prototype Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> <li>• The Southeast Policy Area Architectural Style Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> <li>• EGMC Chapter 19.12 (Tree Preservation and Protection)</li> <li>• EGMC Chapter 14.10 (Water Efficient Landscape Requirements)</li> </ul>	On-Going	Planning	
7.	<p>The Applicant shall design and construct all improvements in accordance with the City of Elk Grove Improvement Standards, as further conditioned herein, and to the satisfaction of the City. All street improvements shall include vertical curb and gutter, except as approved by the City, in which case street improvements shall include rolled curb and gutter. Specific locations on median(s) that require emergency vehicle access will be evaluated during review and acceptance of the Improvement Plans.</p> <p>Public sewer, water, and other utility infrastructure shall be designed and constructed with the standards of the appropriate utility.</p>	On-Going	Planning Engineering SCWA SASD SMUD PG&E	
8.	<p>The Applicant shall pay all plan check fees, impact fees, or other costs as required by the City, the Cosumnes Community Services District (CCSD), or other agencies or services providers as established by law for the Project site, including the park sites (Lots A and B). Unless otherwise determined by the City, the Applicant shall purchase all sewer and water credits from the City in lieu of paying sewer and water connection fees to the Sacramento Area Sewer District (SASD) and the Sacramento County Water Agency (SCWA), respectively, in the time frame required by the Conditions of Approval.</p>	On-Going and Prior to Construction	Planning Engineering CCSD SCWA SASD	
9.	<p>Approval of this Project does not relieve the Applicant from the requirements of subsequent permits and approvals, including but not limited to the following as may be applicable:</p> <ul style="list-style-type: none"> <li>• Grading Permit and Improvement Plan</li> <li>• Building Permit and Certificate of Occupancy</li> <li>• Requirements of the Sacramento Metropolitan Air Quality Management District</li> <li>• Fire Department Review for permits and/or occupancy</li> </ul>	On-Going	Planning Engineering Building CCSD SCWA SASD	

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
10.	The mitigation measures adopted as part of the Southeast Policy Area Strategic Plan are hereby incorporated herein by reference, and the Applicant shall implement and comply with all applicable mitigation measures.	On-Going	Planning	
11.	All alleyways shall be privately owned and maintained by a Homeowners Association (HOA). The Applicant shall dedicate an ingress/access easement over the alleyways to the City of Elk Grove. The alleyways shall be designed and constructed in accordance with the City of Elk Grove Improvement Standards and Construction Specifications. All utilities, including but not limited to sewer, water, storm drain, etc., located within the alleyways shall be privately owned and maintained by an HOA unless otherwise required by any agency as a public facility. If necessary, the Applicant shall dedicate the required easement(s) for those public facilities.	On-Going	Engineering	
12.	Water supply shall be provided by the Sacramento County Water Agency.	On-Going	SCWA	
13.	The Applicant shall provide separate public water service to each parcel. All water lines shall be located within a public right-of-way or within easements dedicated to SCWA. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval, whichever occurs first.	On-Going	SCWA	
14.	SMUD reserves the right to use any portion of its easements on the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	On-Going	SMUD	
15.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	On-Going	SMUD	
<b><u>Prior To Improvement and/or Grading Plan Submittal or Approval</u></b>				
16.	The development approved by this action is subject to the Mitigation Monitoring and Reporting Program (MMRP) adopted as part of the South East Policy Area (SEPA). A deposit of \$10,000 for monitoring mitigation measures applicable to this development shall be paid to the City in order to assure MMRP compliance. If actual City monitoring costs exceed the initial estimate, a revised estimate and/or supplemental bill(s) will be submitted to the Applicant.	Improvement Plans	Planning	
17.	All existing trees located on park sites and trail corridors may not be removed or damaged without review and approval by the CCSD and City. All remaining secured trees identified for removal on the Tree Exhibit are approved for removal. Such removal shall be mitigated pursuant to the requested permit and EGMC Chapter 19.12.	Improvement Plans	Planning CCSD	

<b><u>Conditions of Approval</u></b>	<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
18. The Applicant shall install the walls and fences within the Project site consistent with the standards of the SEPA Landscape Prototype Manual and to the satisfaction of the City and CCSD. All fences and walls shall be located at the property or easement line within the City Right-of-Way, Park property, and/or other City parcels with the City's consent. The final design shall be in accordance with the SEPA Landscape Prototype Manual and approved by CCSD prior to installation.	Improvement Plans	Planning CCSD	
19. A final landscape plan shall be required pursuant to Zoning Code Chapter 23.54 (Landscaping) and consistent with the SEPA Landscape Planning Prototype Manual including landscaping for all trails, greenways, and landscape corridors. Such plans shall be prepared by a landscape architect registered to practice in the State of California. The construction/installation of landscape and irrigation improvements shall be accomplished in compliance with the approved plans as a prerequisite to any final approval/clearance of the use or development to which it relates.	Improvement Plans	Planning Engineering CCSD	
20. The Planning Division shall be notified immediately if any prehistoric, archaeological, or paleontological artifact is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action. A note stating the above shall be placed on the Improvement Plans.	Improvement Plans, including Grading Plans	Planning	
21. All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in State CEQA Guidelines Section 15064.5 (d) and (e) shall be followed. A note stating the above shall be placed on the Improvement Plans.	Improvement Plans, including Grading Plans	Planning	
22. All existing overhead utilities and all new utilities shall be placed underground as part of the improvements for this Project. This does not apply to new or existing 69kv transmission lines or larger.	Improvement Plans	Planning	
23. Utilities may not be located in any park, greenway, or detention basin without the approval of the City and the CCSD. In the event the City and/or CCSD does not agree to the placement of any utility in a park, greenway, or detention basin, the Applicant shall relocate such facility to the satisfaction of City and CCSD.	Improvement Plans	Engineering CCSD	
24. Any septic tanks for the existing structures shall be destroyed under a permit from the Sacramento County Environmental Management Department (EMD)	Improvement Plans or Grading Plans, whichever occurs first	EMD	

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
25.	If determined to be necessary by the Director of Public Works, the Applicant shall install a pedestrian beacon at the intersection of A Drive and Poppy Ridge Road.  <i>Added by the Planning Commission 1/27/21</i>	Improvement Plans	Engineering Public Works	
26.	The Applicant shall prepare and submit a drainage study to the satisfaction of the City and in accordance with City of Elk Grove Storm Drainage Master Plan, Improvement Standards, General Plan, and any other applicable drainage master plans or studies.	Improvement Plan or Grading Permit whichever occurs first	Engineering Public Works	
27.	The Applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan in accordance with the City of Elk Grove Improvement Standards and most recent version of the Stormwater Quality Design Manual for the Sacramento Region. The Applicant shall also submit a separate maintenance manual describing proper maintenance practices for the specific treatment controls to be constructed.	Improvement Plans or Grading Permit whichever occurs first	Engineering Public Works	
28.	The Applicant shall provide procedures to accommodate hydromodification requirements. Low Impact Development (LID) features adopted in the Stormwater Quality Design Manual shall be implemented for this Project. All the designs shall be consistent with the design examples prescribed in the manual.	Improvement Plans	Engineering Public Works	
29.	The Applicant shall pay the SEPA Drainage Impact Fee per the Amendments to EGMC Chapter 16.95, Development Fees. Fees shall be paid prior to the acceptance of Improvement Plans.	Improvement Plans	Engineering	
30.	The Applicant shall submit civil improvement plans for the trails, greenways, landscape corridors and park sites to the CSD for review and approval.	Improvement Plans	CCSD	
31.	The Project has a conditionally approved level 3 sewer study. Acceptance of improvement plans shall require the receipt of acceptable shape files. Any proposed variations shall require an addendum to the study. SASD shall require acceptance of any required addendum to the approved sewer study prior to recordation of the Final Map or submittal of improvement plans for plan check to SASD, whichever comes first.	Improvement Plans	SASD	
32.	To obtain sewer service, construction of SASD sewer infrastructure shall be required. Current SASD Standards and Specifications apply to any offsite or onsite public sewer construction or modification. These improvements must be shown on the plans. Field modifications to new or existing precast manhole bases are not allowed.	Improvement Plans	SASD	

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
33.	SASD requires each building on each lot with a sewage source to have a separate connection to SASD's sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel must have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line. These improvements must be shown on the plans.	Improvement Plans	SASD	
34.	No water supply mains shall be located under structures such as box culverts and bridges. If the Project will build box culverts and bridges to the ultimate width, water mains shall cross above ground attached to the side of the structure. Structures shall be designed accordingly. If the ultimate width is not being built, water mains shall cross underground routed outside of and around the ultimate structure footprint. 15-foot wide water main easements shall be dedicated for the portion outside of ROW. The crossing shall be approved by the SCWA Engineer. Underground crossings and attachments to structures shall be reviewed for compliance with the SEPA EIR. Additional environmental permitting and other associated costs shall be at Applicant's expense.	Improvement Plans	SCWA	
35.	The Applicant shall destroy all abandoned wells on the proposed Project site in accordance with the requirements of the Sacramento County Environmental Health Division. Applicant shall clearly show all abandoned/destroyed wells on the improvement plans for the Project. Prior to abandoning any existing agricultural wells, the Applicant shall use water from the agricultural wells for grading and construction.	Improvement Plans	SCWA	
36.	The Applicant shall submit plans for review to the Sacramento Municipal Utility District (SMUD) for any future utilities located on the Applicant's property.	Improvement Plans	SMUD	
<b>Prior to approval of final map</b>				
37.	The Applicant shall pay the SEPA Cost Recovery Fee pursuant to EGMC Chapter 16.95, Development Impact Fees prior to approval of the 1st Final Map.	Final Map	Engineering	
38.	The Applicant shall dedicate to the City a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public rights-of-way within the Project site.	Final Map	Engineering	
39.	The Applicant shall dedicate to the City a Pedestrian Easement on all streets within the Project site where the sidewalk is outside the public right-of-way.	Final Map	Engineering	
40.	A portion of Poppy Ridge Road right-of-way as recorded in Book 109 Page 215, shall be abandoned as shown on the Tentative Subdivision Map.	Final Map	Engineering	

<b><u>Conditions of Approval</u></b>	<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
<p>41. The Applicant shall design and improve the southerly half-section of Poppy Ridge Road, from Big Horn Boulevard to the Project's westerly property line, measured 21 feet from the approved centerline, in accordance with the SEPA SPA and the City of Elk Grove Improvement Standards, and to the satisfaction of the City. A 5-foot sidewalk shall also be designed and installed adjacent to Poppy Ridge Road. The Applicant shall install appropriate road transitions, including all necessary signing and striping, to the satisfaction of the City. Transitions will be evaluated, and locations determined by the City during Improvement Plan review.</p>	Final Map	Engineering	
<p>42. The Applicant shall design and improve the southerly half-section of Poppy Ridge Road, from the Project's westerly property line to "A" Drive, measured 21 feet from the approved centerline, as shown in Street Section D of the Tentative Subdivision Map in accordance with the SEPA SPA, and the City of Elk Grove Improvement Standards, and to the satisfaction of the City. A 21-foot wide landscape corridor with a 5-foot sidewalk shall also be designed and installed adjacent to Poppy Ridge Road.</p> <p>The Applicant shall install appropriate road transitions, including all necessary signing and striping, to the satisfaction of the City. Transitions will be evaluated, and locations determined by the City during Improvement Plan review.</p>	Final Map	Engineering	
<p>43. The Applicant shall design and improve the southerly half-section of Poppy Ridge Road, from "A" Drive to the Project's easterly property line, measured 26 feet from the approved centerline, as shown in Street Section E of the Tentative Map, in accordance with the SEPA SPA and the City of Elk Grove Improvement Standards, and to the satisfaction of the City. A 21-foot wide landscape corridor with a 5-foot sidewalk shall also be designed and installed adjacent to Poppy Ridge Road.</p> <p>The Applicant shall install appropriate road transitions, including all necessary signing and striping, to the satisfaction of the City. Transitions will be evaluated, and locations determined by the City during Improvement Plan review.</p>	Final Map	Engineering	

<b><u>Conditions of Approval</u></b>	<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
<p>44. The Applicant shall improve Poppy Ridge Road from the Project's easterly property line to Whitelock Parkway in accordance with the City's Improvement Standards and to the satisfaction of the City. Improvements shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Cape seal surface treatment.</li> <li>• Construct an elbow at south side of 90-degree turn and reconstruct the existing ditch.</li> </ul> <p>Construct curb returns at the intersection of Whitelock Parkway and Poppy Ridge Road with appropriate signage.</p>	Final Map	Engineering	
<p>45. The Applicant shall design and install the median, including landscaping, on Whitelock Parkway, adjacent to the Los Rios Community College District properties (APNs 132-2140-002 and 132-2140-001) to the satisfaction of the City and CCSD Parks.</p> <p>Eligible costs associated with the installation of the median and landscaping are subject to potential reimbursement by the City as set forth in the Elk Grove Roadway Fee Program. To be eligible for reimbursement, the Applicant shall:</p> <ol style="list-style-type: none"> <li>1. Enter into an Acquisition and Reimbursement Agreement with the City prior to construction of the improvement; and</li> <li>2. Comply with all pre- and post-bidding procedures and prevailing wage as required by the City and State law.</li> </ol>	Final Map	Engineering CCSD Parks	
<p>46. The Applicant shall design and install an expanded intersection at the Poppy Ridge Road and Big Horn Boulevard intersection in accordance with City of Elk Grove Improvement Standards and to the satisfaction of the City.</p> <p>The Applicant shall install appropriate shoulders and road transitions, including all necessary signing and striping, to the satisfaction of the City. Shoulders and transitions will be evaluated, and locations determined by the City during Improvement Plan review.</p> <p>To the extent that the City's Roadway Fee Program Update is in place at the time of the construction of the above improvements, the Applicant reserves all rights to seek reimbursement from the City for any such improvements included in the Roadway Fee Program. To be eligible for reimbursement, the Applicant shall:</p> <ol style="list-style-type: none"> <li>1. Enter into an Acquisition and Reimbursement Agreement with the City prior to construction of the improvement; and</li> <li>2. Comply with all pre- and post-bidding procedures and prevailing wage as required by the City and State law.</li> </ol>	Final Map	Engineering Public Works	



<b><u>Conditions of Approval</u></b>	<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
<p>47. The Applicant shall design and install or modify the traffic signal at the intersection of Poppy Ridge Road and Big Horn Blvd in accordance with the City of Elk Grove Improvement Standards and to the satisfaction of the City.</p> <p>Eligible costs associated with the traffic signal modification are subject to potential reimbursement by the City as set forth in the Elk Grove Roadway Fee Program. To be eligible for reimbursement, the Applicant shall:</p> <ol style="list-style-type: none"> <li>1. Enter into an Acquisition and Reimbursement Agreement with the City prior to construction of the improvement; and</li> <li>2. Comply with all pre- and post-bidding procedures and prevailing wage as required by the City and State law.</li> </ol>	Final Map	Engineering Public Works	
<p>48. The Applicant shall design and install a traffic signal at the Whitelock Parkway and Cape Verde Drive intersection, including the signal interconnect from Big Horn Boulevard to the intersection in accordance with City of Elk Grove Improvement Standards and to the satisfaction of the City.</p> <p>Eligible costs associated with the installation of the traffic signal are subject to potential reimbursement by the City as set forth in the Elk Grove Roadway Fee Program. To be eligible for reimbursement, the Applicant shall:</p> <ol style="list-style-type: none"> <li>1. Enter into an Acquisition and Reimbursement Agreement with the City prior to construction of the improvement; and</li> <li>2. Comply with all pre- and post-bidding procedures and prevailing wage as required by the City and State law.</li> </ol>	Final Map	Engineering Public Works	
<p>49. The Applicant shall dedicate, design, and improve all internal streets as shown on the Tentative Subdivision Map and as required for each phased final map in accordance with the City's Improvement Standards to the satisfaction of the City and as further conditioned herein.</p>	Final Map	Engineering	
<p>50. All street dedications shall have a minimum right-of-way width of 40 feet to the satisfaction of the City.</p>	Final Map	Engineering	
<p>51. The Application shall install stop signs and crosswalks at intersections of internal streets. Location(s) of stop signs and crosswalks shall be determined by the City, in its sole discretion, during Improvement Plan review.</p>	Final Map	Engineering	

<b><u>Conditions of Approval</u></b>	<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
52. Lots D, E, F, G, H, I, and J shall be dedicated to the City in fee title. All eligible park land (Lots A and B) shall be dedicated to the CCSD in fee title or as an Irrevocable Offer of Dedication (IOD) at the discretion of the CCSD.	Final Map	Engineering CCSD Parks	
53. The Applicant shall dedicate the detention basin (Lot C) to the City in fee title. A deposit of \$3,500 shall be paid to the City to establish an initial fund for the on-going maintenance costs of the basin.	Final Map	Engineering	
54. The Applicant shall design and construct the detention basin (S2) improvement in accordance with the adopted SEPA Master Drainage Study, the City's Storm Drainage Master Plan and the City's Improvement Standards.	Final Map	Engineering Public Works	
55. The Applicant shall design all trails, greenways, and landscape lots within the Project site in accordance with the SEPA SPA; the City's Bicycle, Pedestrian, and Trails Master Plan; City Improvement Standards; and to the satisfaction of the City and CCSD.	Final Map	Engineering Public Works CCSD Parks	
56. Eligible costs associated with roadways, drainage, traffic signals, parks and trails are subject to potential reimbursement by the City as set forth in the Elk Grove Roadway Fee Program and SEPA Drainage and Parks and Trails Fee Programs. To be eligible for reimbursement, the Applicant shall:  1. Enter into an Acquisition and Reimbursement Agreement with the City prior to construction of the improvement; 2. Comply with all pre- and post-bidding procedures and prevailing wage as required by the City and State law; and 3. Not receive reimbursement from any other reimbursement programs.	Final Map	Engineering	
57. The Applicant shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	Final Map	Engineering	
58. For all single-family corner lots, an access restriction shall be placed on the property from the driveway around the corner to the property line of the side yard.	Final Map	Engineering	
59. If the Applicant proposes to phase the Project, the Applicant shall dedicate property rights for, design and construct all infrastructure improvements as specified in these conditions, as determined by the City to be necessary to serve the proposed phase(s). Unless otherwise approved by the City and the CCSD Fire Department, each phase shall result in at least two points of access to arterial and/or thoroughfare streets, to the satisfaction of the City.	Final Map	Engineering	

<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
60. All parcels to be dedicated in fee to the City or to the CCSD, as a condition of this Tentative Subdivision Map, shall not be encumbered with any easements nor shall it be subject to a deed of trust at the time of the dedication on the final map. A partial re-conveyance for any deed of trust shall be submitted along with the final map for City Council Approval. The Applicant shall also provide title insurance in conjunction with all fee title dedications to the City of Elk Grove or the CCSD.	Final Map	Engineering	
61. The granting of any easement to any other person(s) or entity, once the tentative map has been approved is prohibited, unless otherwise approved by the City. Should such grant be inadvertently provided it shall be subordinated to any dedication of streets or easements to the City of Elk Grove as shown on the Final Map. A subordination document shall be submitted along with the final map for City Council approval.	Final Map	Engineering	
62. The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement with the City, which shall include the appropriate security.	Final Map	Engineering	
63. A street name, from the City of Elk Grove Veterans Street Name Program, shall be assigned to the Project for use on a street within the subdivision in accordance with City Policy and to the satisfaction of the City.	Final Map	Engineering	
64. Prior to recording of a final subdivision map, the Project area shall annex into the Maintenance <b>Mello-Roos Community Facilities District 2006-1 (CFD)</b> , to fund the Project's fair share of landscape related maintenance costs associated with public parkways, public parks, open space, landscape setbacks, bike and other paths, landscaped medians in and adjacent to roadways, maintenance and operation of a community center, sports (including aquatic) facilities, cultural arts center, and water features, and maintenance of other related facilities. The annexation process can take several months, so Applicants should plan accordingly. The application fee and completed application for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/">http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/</a>	Final Map	Finance	

<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
65. Prior to recording of a final subdivision map, the Project area shall annex into the <b>Police Services Community Facilities District 2003-2 (CFD)</b> , to fund the Project's fair share of Public Safety costs. The annexation process can take several months, so Applicants should plan accordingly. The application fee and completed application for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/">http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/</a> .	Final Map	Finance	
66. Prior to recording of a final subdivision map, the Project area shall annex into the <b>Street Maintenance Assessment District No. 1, Zone 5</b> , to fund a portion of the additional costs for long-term roadway maintenance related to serving the new development. The annexation process can take several months, so Applicants should plan accordingly. The application fee and completed application for the annexation is due prior to the Resolution of Intention to Levy Street Maintenance Assessments. For further information on this District, see <a href="http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/assessment_other_district_information/">http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/assessment_other_district_information/</a>	Final Map	Finance	
67. Prior to recording of a final subdivision map, the Project area shall annex into the <b>Storm Water Drainage Fee Zone 2</b> to fund a portion of the additional costs for storm water drainage and run-off maintenance related to serving the new development. The annexation process can take several months, so Applicants should plan accordingly. The completed application for the annexation is due prior to the Resolution of Intention to Levy Storm Water Drainage Fee Zone 2 assessments. For further information on this District, see <a href="http://www.codepublishing.com/CA/elkgrove/#!/ElkGrove15/ElkGrove1510.html#15.10">http://www.codepublishing.com/CA/elkgrove/#!/ElkGrove15/ElkGrove1510.html#15.10</a> .	Final Map	Finance	
68. The trunk and collector sewer system for the Project shall not be accepted by SASD for operation and maintenance until the downstream sewer system serving the Project is also accepted for operation and maintenance. All sewer facilities shall be accepted for operation and maintenance prior to connecting to SASD's sewer system.	Final Map	SASD	

<b><u>Conditions of Approval</u></b>	<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
<p>69. Prior to the recordation of the final map, the property owner(s) shall: (1) approve (a) the formation of a new or annexation into an existing community facilities district ("CFD") and (b) an annual CFD special tax; or (2) deposit a sum money, as determined by the Cosumnes Community Services District ("CCSD"), sufficient for the CCSD to fund a portion of the cost of the CCSD's costs of providing ongoing fire and emergency services, maintenance, operation, and repair and replacement of fire facilities, apparatus, and equipment. Any costs for the formation of the new or annexation into an existing CFD, and approval of such annual CFD special taxes, or administration of the sum of money deposited to fund the CCSD's costs of providing ongoing fire and emergency services, shall be paid from the annual CFD special taxes or the sum of money deposited with the CCSD. In the event that the property owner(s) fails to approve an annual CFD special tax or deposit a sum of money as provided for herein for such purposes for the CCSD, no further building permits for the property shall be issued.</p>	Final Map	CCSD	
<b>Prior to or In Conjunction with Building Permit Submittal or Issuance</b>			
<p>70. Pursuant to Chapter 16.97 and Section 16.120.030.D of the Elk Grove Municipal Code, this Project is subject to the voluntary I-5 Subregional Corridor Mitigation Fee. The Applicant shall either pay this fee prior to the issuance of Building Permits for the applicable use, or prepare its own analysis to determine its fair share mitigation provided that, if improvements are chosen as alternative mitigation, such improvements must be consistent with those improvements identified in the I-5 Subregional Corridor Improvement Plan. Any alternative mitigation proposed by the Applicant must be accepted by the City and Caltrans. The payment of such alternative mitigation fee, provision of infrastructure, or other mitigation, shall constitute mitigation for the Project in lieu of the I-5 Subregional Corridor Mitigation Fee.</p>	Building Permit	Engineering Building Planning	
<p>71. The Applicant shall construct temporary turnarounds at dead-end of "A" Drive and "E" Way. Temporary turnarounds may not be removed until adequate fire access is provided through Souza Dairy, or another adjacent subdivision, to the satisfaction of the City and the CCSD Fire Department.</p>	Building Permit	Engineering CCSD Fire	
<p>72. The Applicant shall pay the SEPA Park and Trail Fee per the Amendments to EGMC Chapter 16.95, Development Fees. The Park and Trail Fee is based on units for Residential land use and gross acreage for Non-Residential land use.</p>	Building Permit	Engineering	

<b><u>Conditions of Approval</u></b>	<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
73. The Applicant shall reconstruct any damaged curb, gutter, sidewalk and/or pavement within the Project site or directly adjacent to the Project site regardless if it was caused by construction-related activity associated with the Project. In addition, the Applicant shall reconstruct any damaged curb, gutter, sidewalk and/or pavement along any haul route used for the Project if the City has actual knowledge or reason to believe that such damage was caused by construction-related activity associated with the Project. If pavement replacement is necessary, as determined by the City, the Applicant may be required to grind, overlay, and/or slurry seal the damaged portion(s) in accordance with the City Improvement Standards and to the satisfaction of the City. The Applicant shall schedule an inspection with the City to document the pre-construction condition of existing surface infrastructure adjacent to and near the Project.	Building Permit	Engineering	
74. The Applicant shall reconstruct any existing ADA compliance improvements adjacent to the Project to meet current standards.	Building Permit	Engineering	
75. Identification signage issued by the City shall be mounted by the Applicant during streetlight installation in accordance with the approved plans.	Building Permit	Engineering	
76. The Applicant shall contact the SASD Permit Services Unit at <a href="mailto:PermitServices@sacsewer.com">PermitServices@sacsewer.com</a> or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits.	Building Permit	SASD	
77. Project shall meet the fire apparatus/personnel access and water supply requirements of the building standards adopted at the time of plan submittal.	Building Permit	CCSD Fire	
78. The Applicant shall construct and install landscape improvements in trail corridors and designated landscape lots according to plans and specifications approved by the CCSD.	Building Permit	CCSD	
79. The Applicant shall install a 6-foot tall masonry wall or partial open fence consisting of block wall and tubular steel adjacent to all parks (6-foot tall masonry wall only), paseos, trails, landscape corridors, greenways and drainage corridors consistent with the standards of the SEPA Landscape Prototype Manual and to the satisfaction of the CCSD. The wall shall be located at the property or easement line within the City Right-of-Way, Park property, and/or other City parcels with the City's consent. The final design shall be in accordance with the SEPA Landscape Prototype Manual and approved by CCSD prior to installation.	Building Permit	CCSD	

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
80.	The Applicant shall install a Secondary Entry Monument at A drive and Poppy Ridge Road per SEPA Landscape Prototype Manual.	Building Permit	CCSD	
81.	The Applicant shall construct or facilitate the construction of the trail along the Greenway Lots C and D to SEPA standards and in conjunction with the Souza Dairy development to the south of the Project.	Building Permit	CCSD	
82.	The Applicant shall construct or facilitate for the construction of the trail along the Grand Greenway Lot E to SEPA standards and in conjunction with the Poppy Keys Southeast development to the east of the Project.	Building Permit	CCSD	
83.	Applicant shall install decorative concrete post and rail fence consistent with the standards of the SEPA Landscape Prototype Manual between the detention basin and park site. Provide openings where applicable to allow pedestrian access to the satisfaction of the City and the CCSD	Building Permit	CCSD Planning	
84.	Applicant shall provide utility stubs into the park sites for water, drainage, electrical, phone and sewer. Locations of all utility service points shall be pursuant to plans approved by the CCSD.	Building Permit	CCSD	
85.	Applicant shall rough grade the park sites pursuant to plans approved by the CSD.	Building Permit	CCSD	
86.	Any new homes constructed on the Project site shall comply with the City's Climate Action Plan (CAP) for new single-family construction including CAP measure BE-6 (exclusively electric appliances for at least 10 percent of all units)	Building Permit	Planning	

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2021-031**

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

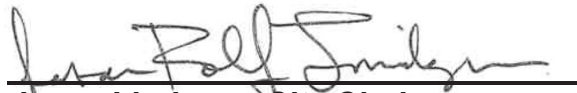
*I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on January 27, 2021 by the following vote:*

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

**NOES:**           **COUNCILMEMBERS:** *None*

**ABSTAIN:**       **COUNCILMEMBERS:** *None*

**ABSENT:**       **COUNCILMEMBERS:** *None*

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



Amended and Restated Development Agreement  
August 2021

**EXHIBIT 5.C**

**Elk Grove City Council Resolution 2021-218**

**RESOLUTION NO. 2021-218**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE FINDING NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY PURSUANT TO SECTION 15162 AND SECTION 15183 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS (STATE CEQA GUIDELINES) AND DECLARING ITS INTENT TO ADOPT AMENDMENTS TO THE SOUTHEAST POLICY AREA COMMUNITY PLAN (PART OF THE GENERAL PLAN) FOR THE SOUZA DAIRY (PLNG20-056) AND ESPLANADE WEST (EG-17-044) TENTATIVE SUBDIVISION MAP PROJECTS; APPROVING A TENTATIVE SUBDIVISION MAP WITH DESIGN REVIEW FOR SUBDIVISION LAYOUT, MAKING A DETERMINATION OF CONSISTENCY WITH THE GENERAL PLAN FOR THE ABANDONMENT OF A PORTION OF POPPY RIDGE ROAD, APPROVING AN AMENDMENT TO THE BICYCLE, PEDESTRIAN, AND TRAILS MASTER PLAN, AND APPROVING A TREE REMOVAL PERMIT FOR THE ESPLANADE WEST TENTATIVE SUBDIVISION MAP PROJECT (EG-17-044); AND MAKING A FINDING OF SUBSTANTIAL CONFORMANCE FOR THE SOUZA DAIRY TENTATIVE SUBDIVISION MAP PROJECT (PLNG20-056)  
ASSESSOR PARCEL NUMBERS 132-0290-014, -015, -016, -017, -018, -019, -020 AND 132-0320-006**

**WHEREAS**, the Development Services Department of the City of Elk Grove (the “City”) received an application on September 25, 2017, from Elk Grove Land Investments, LLC (the “Applicant”) requesting approval of a Community Plan Amendment, Special Planning Area Amendment, Tentative Subdivision Map with Design Review for Subdivision Layout, Abandonment of a portion of Poppy Ridge Road, an amendment to the Bicycle, Pedestrian, and Trails Master Plan, and a Tree Removal Permit for the Esplanade West Tentative Subdivision Map Project (EG-17-044); and

**WHEREAS**, the Development Services Department of the City received an application on December 15, 2020, from Big Horn RBVP, L.P. (the “Applicant”) requesting approval of a Community Plan Amendment, Special Planning Area Amendment, Development Agreement Amendment, and a determination of Substantial Conformance with the General Plan for the Souza Dairy Tentative Subdivision Map Project (PLNG20-056); and

**WHEREAS**, the proposed Projects are located on real property in the incorporated portions of the City of Elk Grove more particularly described as APNs: 132-0290-014, -015, -016, -017, -018, -019, -020 and 132-0320-006; and

**WHEREAS** the Development Services Department considered the Project request pursuant to the Elk Grove General Plan, the Elk Grove Municipal Code (EGMC) Title 23 (Zoning), Title 22 (Land Development), the Southeast Policy Area (SEPA) Special Planning Area, and all other applicable state and local regulations; and

**WHEREAS** the Planning Commission held a duly noticed public hearing on July 15, 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 voted 4-0-1 (Commissioner Fernandez abstained) to recommend approval of the Project to the City Council; and

**WHEREAS** the City Council held a duly noticed public hearing on August 4, 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Elk Grove hereby finds that the proposed Project requires no further environmental review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) based upon the following finding:

Finding: The proposed Project requires no further environmental review under CEQA pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) and Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

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 alternative.

On July 9, 2014, the City Council certified an EIR and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the SEPA Strategic Plan (State Clearinghouse No. 2013042054). The SEPA EIR analyzed full buildout of SEPA based upon the land plan, development standards, and policies contained in the Community Plan and Special Planning Area (SPA), as well as the improvements identified in the accompanying infrastructure master plans. The Project remains subject to the SEPA 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 Community Plan and SPA will modify the acreages of residential land uses within the Project Area. The Community Plan and SPA Amendments will not expand the development footprint or add any land uses that were not originally anticipated within SEPA. Although the acreages of the residential land uses are being amended, the reconfiguration results in a shift of residential units from northern portions of the SEPA plan area to the central area of SEPA where they will be proximate to parcels designated for office, mixed-use, and employment-oriented land uses. The proposed land use amendments will allow for the construction of up to 3,656 residential units which is less than a five-percent change from the total number of units allowed under current land use designations (3,422 units).

The Project, as proposed, will build out at a density/intensity consistent with the range of what was anticipated in the SEPA EIR. The City updated its General Plan in 2019; while the proposed Project, including the requested Community Plan amendments, have been found to be consistent with the General Plan goals, policies, and implementation programs, the updated General Plan implements new transportation analysis standards related to Vehicle Miles Traveled (VMT) and also includes a new Climate Action Plan (CAP). Analysis related to VMT and the CAP was completed to determine the Project's consistency with the General Plan and the SEPA Community Plan pursuant to CEQA section 15183. The Project was analyzed against the VMT standards and it was determined that the Project is exempt from additional VMT analysis. The subject site is in an area that has been determined to result in a 15% VMT reduction based on its General Plan/Community Plan land use designations. The proposed Project shifts the location of residential units within the SEPA plan area but still provides the capacity for these units to be constructed. The relocation of these units does not alter the determination that residential development on the Project site will result in a 15% VMT reduction, therefore, no further VMT analysis is necessary.

The Development Agreement Amendment and Esplanade West Projects shall comply with the City's CAP for new single-family development, including CAP measures related to energy efficiency (BE-4), electric appliances (BE-6), Vehicle Miles Traveled Reductions (TACM-6), off-road construction fleet (TACM-8), and electric vehicle charging (TACM-9). Therefore, the Project is consistent with the City's updated efforts to reduce greenhouse gas emissions through its compliance with the CAP.

There are no substantial changes in the Project from those analyzed in the 2014 EIR and no new significant environmental effects, or 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. Further, the Project has been reviewed in consideration of the VMT standards and CAP compliance measures adopted as part of the City's General Plan to determine Consistency with the General Plan and the SEPA Community Plan pursuant to CEQA Section 15183. Since no changes to the SEPA or Elk Grove General Plan EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR pursuant to State CEQA Guidelines Section 15164. Therefore, the prior EIRs are sufficient to support the proposed action and no further environmental review is required.

**AND BE IT FURTHER RESOLVED**, that the City Council of the City of Elk Grove does hereby declare an intent to amend the Southeast Policy Area Community Plan (part of the General Plan) for the Esplanade West Tentative Subdivision Map and Souza Dairy Projects, as proposed in Exhibit A, attached hereto and incorporated herein by this reference.

### ***Community Plan Amendment***

Finding #1: The amendments to the community plan are consistent with the General Plan goals, policies, and implementation programs.

Evidence: The proposed Community Plan amendment would modify the land plan for the Project area. The Community Plan Amendment will not add any new land uses not currently designated on the site. Although the acreages of the residential land uses are being amended, the reconfiguration results in less than a 5% overall increase (3,656 units total) to the total number of residential units allowed under the current land use designations on the Project site.

Finding #2: The amendment to the Community Plan is internally consistent to the Community Plan.

Evidence: The proposed amendment would modify the land plan for the Project area reconfiguring and adjusting the acreage of the Low, Medium and High Density Residential designations. The plan amendments will not introduce any new land uses not anticipated in the Community Plan area. The amendments to the residential land uses will not result in an overall reduction of the number of potential residential units on the Project site. The Applicant proposes to modify the location of parks and greenways to accommodate a gated, age-restricted community. While the distribution and location of parks is being modified, the overall park land ratio of five acres per 1,000 residents will still be met in the SEPA plan area.

**AND BE IT FURTHER RESOLVED**, that the City Council of the City of Elk Grove, in consideration of the Esplanade West Tentative Subdivision Map Project (EG-17-044) and subject to the conditions of approval set forth in Exhibit B, attached hereto and incorporated herein by this reference, hereby

- 1) Approves a Tentative Subdivision Map with Design Review for Subdivision Layout and makes a determination of consistency with the General Plan for the abandonment of a portion of Poppy Ridge Road, as shown in Exhibit C attached hereto and incorporated herein by this reference;
- 2) Approves an amendment to the Bicycle, Pedestrian, and Trails Master Plan as shown in Exhibit D attached hereto and incorporated herein by this reference, and
- 3) Approves a Tree Removal Permit as shown in Exhibit E attached hereto and incorporated herein by this reference.

***Esplanade West Tentative Subdivision Map***

Finding: None of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a tentative map apply to this Project.

- a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
- b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- c. That the site is not physically suitable for the type of development.
- d. That the site is not physically suitable for the proposed density of development.
- e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence:

- (a) As described in the Project staff report and the Project findings, the proposed Tentative Subdivision Map (TSM) requires amendments to the SEPA Community Plan and SPA. These amendments have been reviewed and it has been determined that they are consistent with General Plan goals, policies, and implementation programs. While amendments redistribute the land uses across the site, the proposed TSM will result in an overall development intensity consistent with the land uses currently designated by the Community Plan.
- (b) As described in the staff report, the proposed subdivision design, lot sizes, lot configurations, and proposed infrastructure improvements are consistent with the SEPA Special Planning Area development standards and land use designations for the proposed site.

- (c) The site is physically suitable for the proposed development. The SEPA Community Plan land use map has anticipated the Project site for development. Access to the site will be provided or is available and necessary services and facilities can be provided. Therefore, the site is physically suitable for the development proposed.
- (d) The site is physically suitable for the proposed density of development. While the requested plan amendments redistribute the land uses across the site, the proposed TSM will result in an overall development intensity consistent with the land uses currently designated by the Community Plan.
- (e) Development of Project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site was analyzed for residential development in the 2014 SEPA Strategic Plan EIR and remains subject to its adopted MMRP including all mitigation measures related to biological resources. Furthermore, the TSM was analyzed and found to comply with the Elk Grove General Plan's goal of 15% VMT reduction and the Project will comply with the Climate Action Plan.
- (f) The design of the subdivision will not cause serious public health problems based upon the analysis presented in the SEPA Strategic Plan EIR and subject to its adopted MMRP.
- (g) The design of the subdivision will not conflict with easements acquired by the public at large as demonstrated by review of the Project. While public right-of-way will be abandoned with this Project, the abandonment is due to excess right-of-way that is not necessary to construct the roadways needed for the proposed subdivision.

### ***Design Review for Subdivision Layout***

**Finding #1:** The proposed Project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, Special Planning Area provisions, and Citywide Design Guidelines adopted by the City.

**Evidence #1:** The site layout has been reviewed against the SEPA Special Planning Area development standards and the Elk Grove Design Guidelines for residential subdivisions and meets all applicable design requirements. The proposed subdivision map and related development requests with the associated Development Agreement Amendment and Tentative Map Substantial Conformance provide all the design elements required by the SEPA Special Planning Area development standards, including an interconnected street system, pedestrian connectivity, and sufficient open space. Where a design exception has been requested to reduce the centerline curve radius for "A" Lane at the gated entry off of Poppy Ridge Road. from 350 feet to 200 feet, the design exception has been reviewed by Engineering staff and it has been determined that the reduced curve radius will not negatively affect safety or circulation. Therefore, the conditions of approval and subsequent design review of future residential development will ensure consistency with all standard requirements.

Finding #2: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence #2: The Project does not include any buildings. The proposed subdivision map and related plans provide all the design elements required by the Southeast Policy Area Special Planning Area development standards. While the location of two parks will be modified, parks within the SEPA plan area will continue to meet the five-acre-per-thousand residents ratio. The Project includes conditions of approval which require all landscape plans to be designed consistent with the SEPA landscape prototype manual. The conditions of approval and subsequent design review of future residential development will ensure consistency with all standard requirements.

Finding #3: The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of buildings on adjoining and nearby properties.

Evidence #3: The Project does not include any buildings. All future residential and commercial development will be subject to compliance with the SEPA physical form and design protocol requirements.

Finding #4: The proposed Project will not create conflicts with vehicular, bicycle, or pedestrian modes of transportation.

Evidence #4: The Esplanade West subdivision will be a gated community. Internal streets will be private streets and have been planned in a grid pattern to achieve internal circulation access throughout the subdivision. Though there will be no public access through the Subdivision, a portion of the north-south SEPA grand greenway will be constructed along the west side of the site providing off-street access to two large parks and two large school sites. Though the subdivision design removes several off-street multi-use trail sections, the associated improvements proposed as part of the Souza Dairy project will create two new off-street trail sections; one on the east boundary of the Souza Dairy site and another section that will provide access to the central park and school site.

Finding #5: The residential subdivision is well integrated with the City's street network, creates unique neighborhood environments and establishes a pedestrian friendly environment.

Evidence #5: While Esplanade West will be a gated community, vehicular connectivity will be provided to adjacent neighborhoods portion and the overall vehicular circulation is designed with consideration with the existing and planned roadway network as depicted in the Staff Report. Future residential collector roads such as Lotz Parkway to the east, and "A" Drive within Souza Dairy to the south will provide ultimate vehicular access to Esplanade West. Though City's current Bicycle, Pedestrian, and Trails Master Plan includes several off-street multi-use trails within the private, gated subdivision, modifications have been made to the overall Esplanade West/Souza dairy trails plan that would add off-street trails on the south and east sides of the Esplanade West Community. These new off-street trails will provide circulation to the planned park and school site in the center of Souza Dairy.



## ***Determination of consistency with the General Plan for the Abandonment of a portion of Poppy Ridge Road***

Finding #1: The abandonment of a portion of Poppy Ridge Road is consistent with the City's General Plan.

Evidence #1: California Government Code Section 65402(a) requires that the abandonment of real property be submitted to and reported upon by the Planning Agency as to conformity with the adopted General Plan. Right-of-way has already been dedicated to the City to facilitate the construction of roadway and infrastructure improvements along Poppy Ridge Road. The TSM design does not require the full dedicated roadway width to construct Poppy Ridge Road pursuant to the roadway sections on the TSM consistent with SEPA roadway standards. The excess right-of-way is noted on the TSM for abandonment. Consistent with General Plan Policy MOB-7-3, right-of-way has already been dedicated for Poppy Ridge Road. The proposed TSM design has been reviewed and it has been determined that the width of the right-of-way currently dedicated for the construction of Poppy Ridge Road is in excess of what is necessary, and it has been determined that this excess can be abandoned.

### ***Tree Removal Permit***

Finding #1: For development projects, every effort has been made to integrate the existing tree(s) into project design, including the use of minor deviations and/or variances.

Evidence #1: The Esplanade West TSM will result in the removal of 74 trees of local importance. Staff has reviewed the Tree removal request in light of the requirements for roadway and drainage infrastructure for the Project. Over half of the trees requested for removal (39 trees total) are located within or immediately adjacent to Poppy Ridge Road right-of-way, or the "A" Lane right of way which is within the TSM area. The location of both roadways is set by the SEPA Land Use Plan and Circulation Plan based on traffic studies and alignments with existing streets surrounding the Project area. Additionally, the ability to retain the trees on site is constrained by the Project requirements to comply with the SEPA Master Drainage Study which will require the Applicant to grade the future house pads to comply with the City drainage standards.

Finding #2: The effect of the removal of the tree(s) will not negatively impact the health, safety, and prosperity of surrounding trees, or the aesthetics and general welfare of the area.

Evidence #2: None of the trees requested for removal will affect the health, safety, or prosperity of trees on the subject site, or surrounding sites. None of the trees proposed for removal are proximate to any trees of local importance on adjacent properties. Additionally, pursuant to the SEPA Landscape Prototype Manual, new trees will be replaced both on-site and off-site along the roadways, and within trail corridors.

**AND BE IT FURTHER RESOLVED**, that the City Council of the City of Elk Grove, does hereby make a finding of Substantial Conformance with the General Plan for the Souza Dairy Tentative Subdivision Map Project (PLNG20-056), as shown in Exhibit F, attached hereto and incorporated herein by this reference, and based upon the following finding:

**Souza Dairy Tentative Subdivision Map Substantial Conformance**

Finding #1: The adjusted Souza Dairy Tentative Subdivision Map is in Substantial Conformance with the original Souza Dairy approvals:

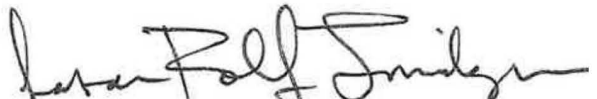
Evidence #1: The adjusted TSM will not increase the number of residential lots approved with the subdivision. While the adjusted TSM creates a private, gated subdivision in the northeast section of the mapped area, adequate provision for vehicular, bicycle, and pedestrian circulation have been provided. Furthermore, the Souza Dairy Development Agreement states that adjustments to street and lot patterns, lot sizes and specific land uses with in the DA area may not, in and of themselves, be basis for the denial for Substantial Conformance requests.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 4<sup>th</sup> day of August 2021




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

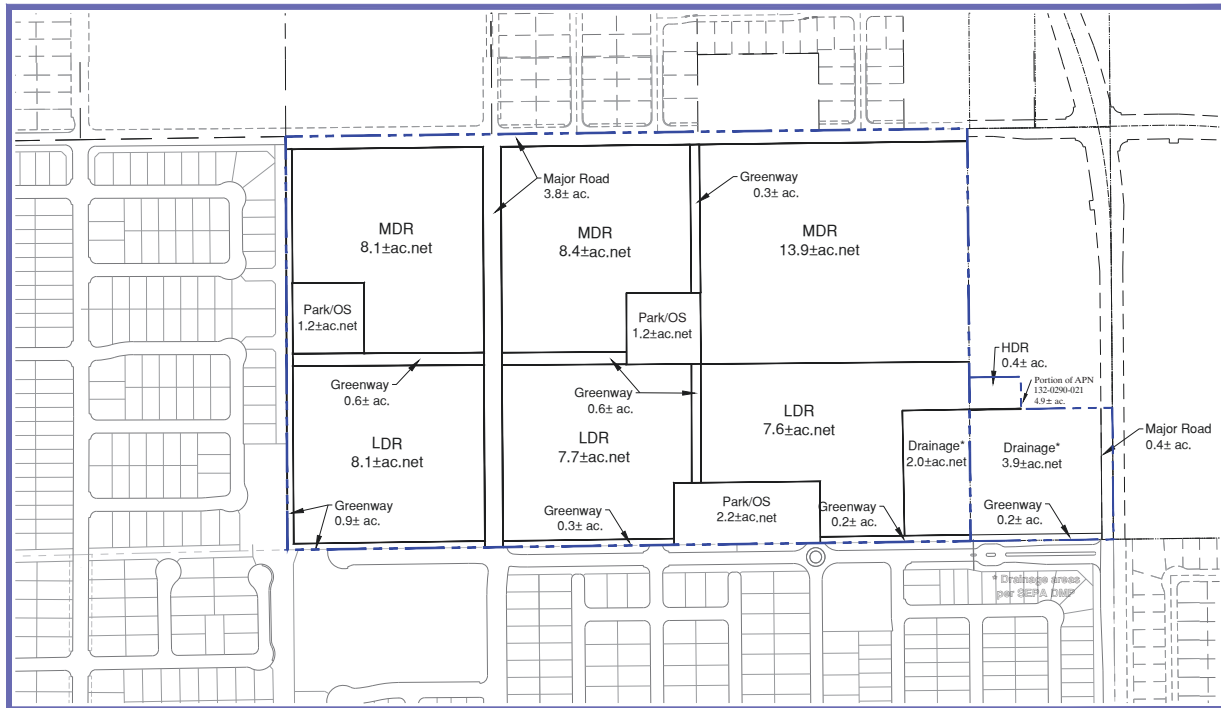
ATTEST:

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

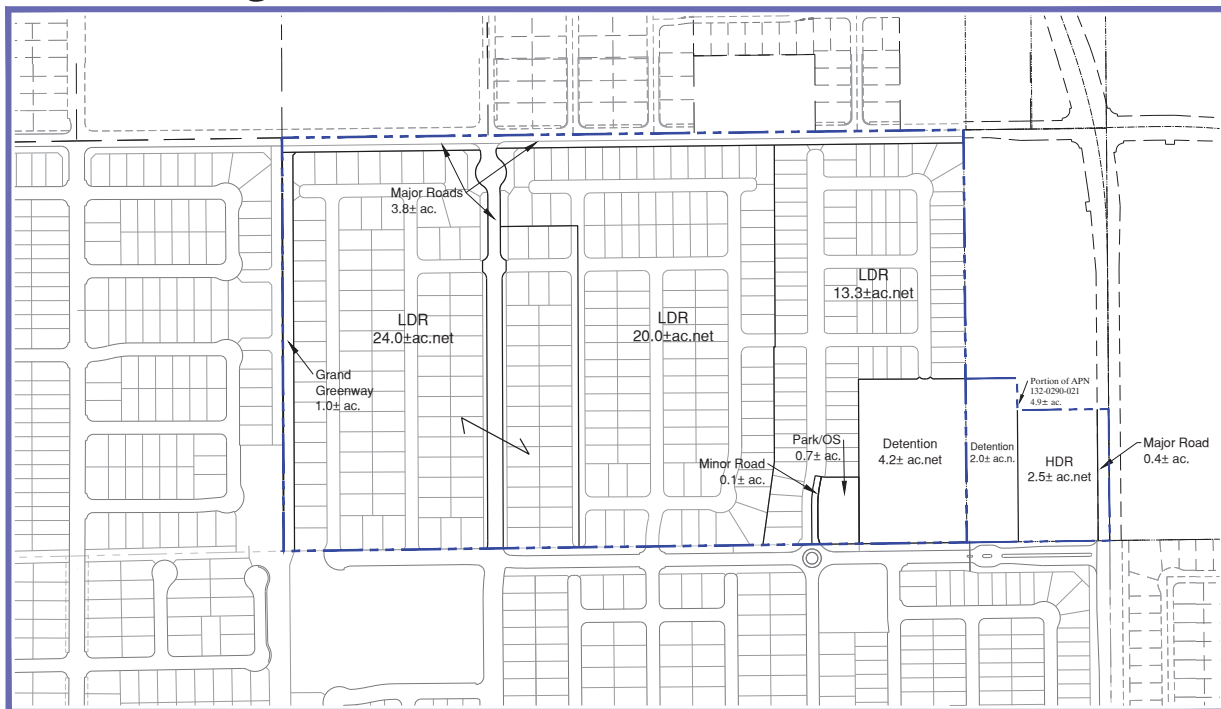
APPROVED AS TO FORM:

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

# EXHIBIT A



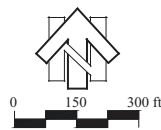
Existing



Proposed

LAND USE TABLE		
Land Use	Existing Acres(+/-)	Proposed Acres(+/-)
HDR	0.4	2.5
MDR	30.4	0.0
LDR	23.4	57.3
Park/OS	4.6	0.7
Greenway	3.1	1.0
Drainage	5.9	6.2
Major Road <sup>(1)</sup>	4.2	4.2
Minor Road <sup>(2)</sup>	0.0	0.1
<b>Total</b>	<b>72.0</b>	<b>72.0</b>

Notes:  
 1) Includes Poppy Ridge Rd. & residential collector.  
 2) Includes park frontage.

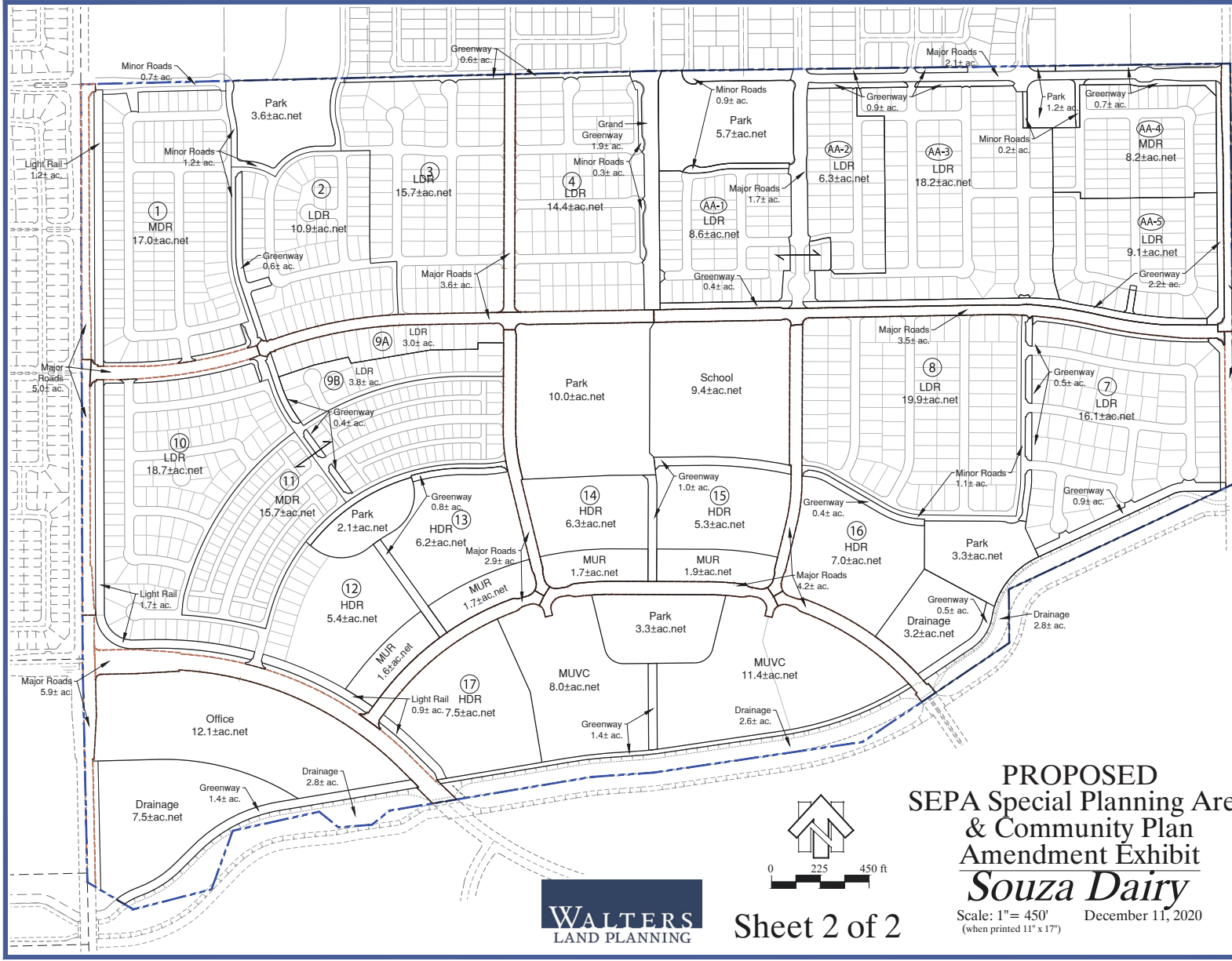


SEPA  
 Special Planning Area  
 & Community Plan  
 Amendment Exhibit  
*Esplanade West*

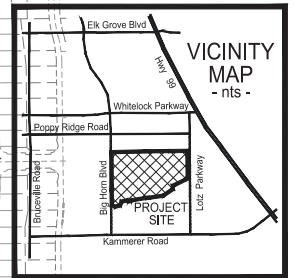
Scale: 1" = 450'  
 (when printed 11" x 17")

December 4, 2020





**Land Uses Abbreviations**  
 MUR - Mixed Use Residential  
 MUV - Mixed Use Village Center  
 HDR - High Density Residential  
 MDR - Medium Density Res.  
 LDR - Low Density Residential



Village	SEPA Land Use	Lot Type	Lots/Units	Acres Gross	Acres Net	Density
1	MDR	45' x 95' typ.	123	17.0		7.2
2	LDR	45' x 105' typ.	71	10.9		6.5
3	LDR	55' x 105' typ.	84	15.7		5.4
4	LDR	60' x 105' typ.	76	14.4		5.3
7	LDR	70' x 110' typ.	66	16.1		4.1
8	LDR	60' x 105' typ.	101	19.9		5.1
9A	LDR	55' x 105' typ.	18	3.0		6.0
9B	LDR	55' x 105' typ.	19	3.8		5.0
10	LDR	50' x 90' typ.	116	18.8		6.2
11	MDR	40' x 65' typ.	141	15.7		9.0
<b>Subtotal</b>			<b>815</b>	<b>135.3</b>		
AA-1	LDR	45' x 105' typ.	58	8.6		6.7
AA-2	LDR	55' x 105' typ.	38	6.3		6.0
AA-3	LDR	65' x 105' typ.	85	18.2		4.7
AA-4	MDR	45' x 105' typ.	58	8.2		7.1
AA-5	LDR	55' x 105' typ.	52	9.1		5.7
<b>Subtotal</b>			<b>291</b>	<b>50.4</b>		
12-16	HDR		649	28.2	23.0	
12-15	MUR		159	6.9	23.0	
17	HDR-VC		173	7.5	23.0	
<b>Subtotal</b>			<b>980</b>	<b>42.6</b>		
<b>Subtotal</b>				<b>19.5</b>		
<b>Subtotal</b>				<b>12.1</b>		
<b>Subtotal</b>				<b>9.4</b>		
<b>Subtotal</b>				<b>23</b>		
<b>Subtotal</b>				<b>13</b>		
<b>Subtotal</b>				<b>6.9</b>		
<b>Subtotal</b>				<b>1.8</b>		
<b>Subtotal</b>				<b>20.7</b>		
<b>Subtotal</b>				<b>3.9</b>		
<b>Subtotal</b>				<b>28.1</b>		
<b>Subtotal</b>				<b>4.0</b>		
<b>Subtotal</b>				<b>3.8</b>		
<b>Subtotal</b>				<b>1.1</b>		
<b>Subtotal</b>				<b>147.2</b>		
<b>GRAND TOTALS</b>			<b>2086</b>	<b>375.5</b>		

NOTES: 1) Includes arterial and collector roads (public and private).  
 2) Includes primary & local half-street frontage of parks/parkways/landscapes.



Sheet 2 of 2

**PROPOSED**  
 SEPA Special Planning Area  
 & Community Plan  
 Amendment Exhibit  
*Souza Dairy*  
 Scale: 1" = 450'  
 (when printed 11" x 17")  
 December 11, 2020

**EXHIBIT B**  
**Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
<b>ON-GOING</b>				
1.	Development and operation of the proposed Project shall be consistent with the Project Description and Project Plans as provided in Exhibits A and B, incorporated herein by this reference. Deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.	On-Going	Planning	
2.	Pursuant to the Souza Dairy Amended and Restated Development Agreement, the Small Lot Tentative Subdivision Map approval is valid until 11:59 p.m. on September 24, 2035 unless an extension of time is subsequently approved including, but not limited to, any extension granted in a Development Agreement between Applicant and City.	On-Going	Planning	
3.	This action does not relieve the Applicant of the obligation to comply with all applicable federal, state and local ordinances, statutes, regulations, and procedures.	On-Going	Planning	
4.	The Applicant/Owner or Successors in Interest (hereinafter referred to as the "Applicant") shall indemnify, protect, defend, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses or expenses including without limitation court costs, reasonable attorney's fees and expert witness fees arising out of this Project including challenging the validity of this application/permit or any environmental or other documentation related to approval of this Application.	On-Going	Planning	
5.	As to any fee, dedication, reservation or exaction established by these conditions of approval that are subject to the Mitigation Fee Act, notice is hereby given pursuant to California Government Code Section 66020(d) that the 90-day period in which you may protest the fees set forth herein has begun to run as of the date of approval of this Project. Other limitations periods may apply. The City reserves all rights.	On-Going	Planning	

**EXHIBIT B**  
**Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
6.	<p>Except as otherwise specified or provided for in the Project plans or in these conditions, the Project shall conform to the development standards and design requirements adopted by the City of Elk Grove, specifically including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Southeast Policy Area Special Planning Area</li> <li>• The Elk Grove Zoning Code (Title 23 of the EGMC)</li> <li>• The Southeast Policy Area Landscape Planning Prototype Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> <li>• The Southeast Policy Area Architectural Style Manual, prepared in accordance with Chapter 5 (Design Protocol) of the SEPA SPA</li> <li>• EGMC Chapter 19.12 (Tree Preservation and Protection)</li> <li>• EGMC Chapter 14.10 (Water Efficient Landscape Requirements)</li> </ul>	On-Going	Planning	
7.	<p>The Applicant shall design and construct all improvements in accordance with the City of Elk Grove Improvement Standards, as further conditioned herein, and to the satisfaction of the City. All street improvements shall include vertical curb and gutter, except as approved by the City, in which case street improvements shall include rolled curb and gutter. Specific locations on median(s) that require emergency vehicle access will be evaluated during review and acceptance of the Improvement Plans.</p> <p>Public sewer, water, and other utility infrastructure shall be designed and constructed with the standards of the appropriate utility.</p>	On-Going	Planning Engineering SCWA SASD SMUD PG&E	
8.	<p>The Applicant shall pay all plan check fees, impact fees, or other costs as required by the City, the Cosumnes Community Services District (CCSD), or other agencies or services providers as established by law for the Project site, including the park sites (Lots A and B). Unless otherwise determined by the City, the Applicant shall purchase all sewer and water credits from the City in lieu of paying sewer and water connection fees to the Sacramento Area Sewer District (SASD) and the Sacramento County Water Agency (SCWA), respectively, in the time frame required by the Conditions of Approval.</p>	On-Going and Prior to Construction	Planning Engineering CCSD SCWA SASD	

**EXHIBIT B**  
**Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
9.	<p>Approval of this Project does not relieve the Applicant from the requirements of subsequent permits and approvals, including but not limited to the following as may be applicable:</p> <ul style="list-style-type: none"> <li>• Grading Permit and Improvement Plan</li> <li>• Building Permit and Certificate of Occupancy</li> <li>• Requirements of the Sacramento Metropolitan Air Quality Management District</li> <li>• Fire Department Review for permits and/or occupancy</li> </ul>	On-Going	Planning Engineering Building CCSD SCWA SASD	
10.	The mitigation measures adopted as part of the Southeast Policy Area Strategic Plan and Elk Grove General Plan are hereby incorporated herein by reference, and the Applicant shall implement and comply with all applicable mitigation measures.	On-Going	Planning	
11.	Water supply shall be provided by the Sacramento County Water Agency.	On-Going	SCWA	
12.	The Applicant shall provide separate public water service to each parcel. All water lines shall be located within a public right-of-way or within easements dedicated to SCWA. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval, whichever occurs first.	On-Going	SCWA	
13.	SMUD reserves the right to use any portion of its easements on the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	On-Going	SMUD	
14.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	On-Going	SMUD	
15.	Structural setbacks less than 14-feet shall require the Applicant to conduct a pre-engineering meeting with all utilities to ensure proper clearances are maintained.	On-Going	SMUD	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
16.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.).	On-Going	SMUD	
<b>PRIOR TO IMPROVEMENT AND/OR GRADING PLAN SUBMITTAL OR APPROVAL</b>				
17.	The development approved by this action is subject to the Mitigation Monitoring and Reporting Program (MMRP) adopted as part of the South East Policy Area (SEPA) and the Elk Grove General Plan. A deposit of \$10,000 for monitoring mitigation measures applicable to this development shall be paid to the City in order to assure MMRP compliance. If actual City monitoring costs exceed the initial estimate, a revised estimate and/or supplemental bill(s) will be submitted to the Applicant.	Improvement Plans	Planning	
18.	Trees located on the park site and trail corridors may not be removed or damaged without review and approval by the CCSD and City. All remaining trees of local importance identified for removal on the Tree Exhibit are approved for removal. Such removal shall be mitigated pursuant to the requested permit and EGMC Chapter 19.12.	Improvement Plans	Planning CCSD	
19.	A final landscape plan shall be required pursuant to Zoning Code Chapter 23.54 (Landscaping) and consistent with the SEPA Landscape Planning Prototype Manual including landscaping for all trails, greenways, and landscape corridors. Such plans shall be prepared by a landscape architect registered to practice in the State of California. The construction/installation of landscape and irrigation improvements shall be accomplished in compliance with the approved plans as a prerequisite to any final approval/clearance of the use or development to which it relates.	Improvement Plans	Planning Engineering CCSD	
20.	The Planning Division shall be notified immediately if any prehistoric, archaeological, or paleontological artifact is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action. A note stating the above shall be placed on the Improvement Plans.	Improvement Plans, including Grading Plans	Planning	



**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
21.	All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in State CEQA Guidelines Section 15064.5 (d) and (e) shall be followed. A note stating the above shall be placed on the Improvement Plans.	Improvement Plans, including Grading Plans	Planning	
22.	All existing overhead utilities and all new utilities shall be placed underground as part of the improvements for this Project. This does not apply to new or existing 69kv transmission lines or larger.	Improvement Plans	Planning	
23.	Utilities may not be located in any park, greenway, or detention basin without the approval of the City and the CCSD. In the event the City and/or CCSD does not agree to the placement of any utility in a park, greenway, or detention basin, the Applicant shall relocate such facility to the satisfaction of City and CCSD.	Improvement Plans	Engineering CCSD	
24.	Any septic tanks for the existing structures shall be destroyed under a permit from the Sacramento County Environmental Management Department (EMD)	Improvement Plans or Grading Permit, whichever occurs first	EMD	
25.	The Applicant shall prepare and submit a drainage study to the satisfaction of the City and in accordance with City of Elk Grove Storm Drainage Master Plan, Improvement Standards, General Plan, and any other applicable drainage master plans or studies.	Improvement Plan or Grading Permit whichever occurs first	Engineering Public Works	
26.	The Applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan in accordance with the City of Elk Grove Improvement Standards and most recent version of the Stormwater Quality Design Manual for the Sacramento Region. The Applicant shall also submit a separate maintenance manual describing proper maintenance practices for the specific treatment controls to be constructed.	Improvement Plans or Grading Permit whichever occurs first	Engineering Public Works	
27.	The Applicant shall provide procedures to accommodate hydromodification requirements. Low Impact Development (LID) features adopted in the Stormwater Quality Design Manual shall be implemented for this Project. All the designs shall be consistent with the design examples prescribed in the manual.	Improvement Plans	Engineering Public Works	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
28.	The Applicant shall pay the SEPA Drainage Impact Fee per the Amendments to EGMC Chapter 16.95, Development Fees. Fees shall be paid prior to the acceptance of Improvement Plans.	Improvement Plans	Engineering	
29.	The Applicant shall submit civil improvement plans for the publicly maintained trails, greenways, landscape corridors and park sites to the CSD for review and approval.	Improvement Plans	CCSD	
30.	Gate locations shall be provided and shall be submitted separately to the Cosumnes Fire Department and the City for review and approval.	Improvement Plans	Engineering CCSD Fire	
31.	To obtain sewer service, construction of SASD sewer infrastructure shall be required. Current SASD Standards and Specifications apply to any offsite or onsite public sewer construction or modification. These improvements must be shown on the plans. Field modifications to new or existing precast manhole bases are not allowed.	Improvement Plans	SASD	
32.	SASD requires each building on each lot with a sewage source to have a separate connection to SASD's sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel must have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line. These improvements must be shown on the plans.	Improvement Plans	SASD	
33.	The project has an approved Level 2 sewer study. For this project, SASD requires a Level 3 sewer study prior to the submittal of improvement plans for plan check to SASD. The sewer study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with SASDs' most recent "Minimum Sewer Study Requirements". The study shall be done on a no "Shed-Shift" basis unless approved by SASD in advance and in compliance with SASD Design Standards.	Improvement Plans	SASD	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
34.	Alignment of all main lines and structures must provide a minimum of 1-foot vertical clearance and 5 feet horizontal clearance from all other utilities and improvements. Sewer is to be located a minimum of 10 feet (measured horizontally) from any structure or footing. The Applicant shall demonstrate, to the satisfaction of SASD, that public sanitary sewer and water supply facilities in accordance with the Health and Safety Code.	Improvement Plans	SASD	
35.	No water supply mains shall be located under structures such as box culverts and bridges. If the Project will build box culverts and bridges to the ultimate width, water mains shall cross above ground attached to the side of the structure. Structures shall be designed accordingly. If the ultimate width is not being built, water mains shall cross underground routed outside of and around the ultimate structure footprint. 15-foot wide water main easements shall be dedicated for the portion outside of ROW. The crossing shall be approved by the SCWA Engineer. Underground crossings and attachments to structures shall be reviewed for compliance with the SEPA EIR. Additional environmental permitting and other associated costs shall be at Applicant's expense.	Improvement Plans	SCWA	
36.	The Applicant shall destroy all abandoned wells on the proposed Project site in accordance with the requirements of the Sacramento County Environmental Health Division. Applicant shall clearly show all abandoned/destroyed wells on the improvement plans for the Project. Prior to abandoning any existing agricultural wells, the Applicant shall use water from the agricultural wells for grading and construction.	Improvement Plans	SCWA	
37.	The Applicant shall submit plans for review to the Sacramento Municipal Utility District (SMUD) for any future utilities located on the Applicant's property.	Improvement Plans	SMUD	
38.	The Applicant shall dedicate any private drive, ingress and egress easement, paseo or Irrevocable Offer of Dedication (and 12.5-foot adjacent thereto) as a public utility easement for underground facilities and appurtenances. All access roads shall meet minimum SMUD requirements for access roads.	Improvement Plans	SMUD	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
39.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: <a href="https://www.smud.org/en/business/customer-service/support-and-services/design-construction-services.htm">https://www.smud.org/en/business/customer-service/support-and-services/design-construction-services.htm</a> .	Improvement Plans	SMUD	
40.	The Applicant shall dedicate the Landscape Corridors (Lots D and E) as a public utility easement for underground facilities and appurtenances, except for those areas where structures or pools are located.	Improvement Plans	SMUD	
41.	The Applicant shall dedicate and provide all-weather vehicular access for SMUD service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from the drivable surface. In areas with detached sidewalk, sidewalk width will need to be reduced or sidewalk will need to attach or meander around SMUD equipment where conditions won't allow for SMUD underground equipment and appurtenances to be within 15-feet from the drivable surface or when equipment is larger than available space.	Improvement Plans	SMUD	
42.	Applicant will include phasing of development and order of planned construction upon submitting a new service application to SMUD for the initial subdivision phase(s) and/or road improvement backbone project(s).	Improvement Plans	SMUD	
43.	Development should be phased to start adjacent to existing electrical infrastructure to minimize temporary overhead and/or underground electrical facilities.	Improvement Plans	SMUD	
44.	Development phases submitted for new service should include all lots fronting streets.	Improvement Plans	SMUD	
<b>PRIOR TO APPROVAL OF FINAL MAP</b>				
45.	The Applicant shall pay the SEPA Cost Recovery Fee pursuant to EGMC Chapter 16.95, Development Impact Fees prior to approval of the 1st Final Map.	Final Map	Engineering	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
46.	The Applicant shall dedicate to the City a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public rights-of-way within the boundaries of the Tentative Subdivision Map.	Final Map	Engineering	
47.	A portion of Poppy Ridge Road right-of-way as recorded in Book 690825 OR 497 and Book 109 Page 215, shall be abandoned as shown on the Tentative Subdivision Map.	Final Map	Engineering	
48.	The existing 30' I.O.D as recorded in Book 690825 OR 495 shall be abandoned as shown on the Tentative Subdivision Map.	Final Map	Engineering	
49.	All quit claims including, but not limited to county records 20090401 O.R. 0846, 850926 O.R. 1470 and 860115 O.R. 1274, shall be complete prior to the approval of the first Final Map.	Final Map	Engineering	
50.	Access to Lots 48-50 and 77-79 shall be provided to the satisfaction of the City prior to approval of 1 <sup>st</sup> Final Map.	Final Map	Engineering	
51.	<p>The Applicant shall design and improve the southerly half-section of Poppy Ridge Road, from the western boundary of the Project site to "A" Lane measured 26' from the existing centerline and shall be in accordance with the SEPA SPA and the City of Elk Grove Improvement Standards. A 21' wide landscape corridor with an 5' sidewalk shall also be designed and installed adjacent to Poppy Ridge Road.</p> <p>The Applicant shall install appropriate road transitions, including all necessary signing and striping, to the satisfaction of the City. Transitions will be evaluated and locations determined by the City during Improvement Plan review.</p>	Final Map	Engineering	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
52.	<p>The Applicant shall design and improve the southerly half-section of Poppy Ridge Road, from "A" Lane to the eastern boundary of the Project site measured 21' from the existing centerline and shall be in accordance with the SEPA SPA and the City of Elk Grove Improvement Standards. A 21' wide landscape corridor with an 5' sidewalk shall also be designed and installed adjacent to Poppy Ridge Road.</p> <p>The Applicant shall install appropriate road transitions, including all necessary signing and striping, to the satisfaction of the City. Transitions will be evaluated and locations determined by the City during Improvement Plan review.</p>	Final Map	Engineering	
53.	<p>The Applicant shall design and install an at-grade Class I bikeway crossing on Poppy Ridge Road at the grand greenway in accordance with the City's Bicycle, Pedestrian, and Trails Master Plan, City Improvement Standards, and to the satisfaction of the City</p>	Final Map	Engineering	
54.	<p>The Applicant shall design and install all trails, greenways, and landscape lots within and adjacent to the Project site in accordance with the SEPA SPA, the City's Bicycle, Pedestrian, and Trails Master Plan, City Improvement Standards, and to the satisfaction of the City and CCSD.</p>	Final Map	Engineering Public Works CCSD Parks	
55.	<p>The Applicant shall dedicate, design, and improve all internal private streets as shown on the Tentative Map and as required for each phased final map in accordance with the City's Improvement Standards to the satisfaction of the City and as further conditioned herein.</p>	Final Map	Engineering	
56.	<p>The Application shall install stop signs and crosswalks at intersections of internal streets. Location(s) of stop signs and crosswalks shall be determined by the City, in its sole discretion, during Improvement Plan review.</p>	Final Map	Engineering	
57.	<p>Lots C, D and E shall be dedicated to the City in fee title.</p>	Final Map	Engineering	
58.	<p>Lots A, F, G, H, I, J, K and L shall be dedicated as Private Lots to be owned and maintained by the HOA.</p>	Final Map	Engineering	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
59.	The Applicant shall dedicate the detention basin (Lot B) to the City in fee title. A deposit of \$3,500 shall be paid to the City to establish an initial fund for the on-going maintenance costs of the basin.	Final Map	Engineering	
60.	The Applicant shall design and construct the detention basin S1a (Lot B) improvement, including outfall to Shed C channel in accordance with City Improvement Standards and to the satisfaction of the City.	Final Map	Engineering	
61.	The Applicant shall acquire, dedicate and construct any drainage outfalls, crossings, and trunk/distribution lines to serve the Project as determined by the City.	Final Map	Engineering	
62.	<p>The Applicant shall design and install the traffic signal at the intersection of Whitelock Parkway and Lousada Drive, including signal interconnect from Big Horn Boulevard in accordance with the City of Elk Grove Improvement Standards and to the satisfaction of the City.</p> <p>Eligible costs associated with the traffic signal modification are subject to potential reimbursement by the City as set forth in the Elk Grove Roadway Fee Program. To be eligible for reimbursement, the Applicant shall:</p> <ol style="list-style-type: none"><li>1. Enter into an Acquisition and Reimbursement Agreement with the City prior to construction of the improvement; and</li><li>2. Comply with all pre- and post-bidding procedures and prevailing wage as required by the City and State law.</li><li>3. Not receive reimbursement from any other reimbursement programs.</li></ol>	Final Map	Engineering	
63.	The Applicant shall acquire, dedicate, design, and construct any sewer, water, recycled water, and dry utilities facilities necessary to serve the Project as determined by the City and other applicable agencies. Utilities required to serve the adjacent projects shall be installed under road infrastructure required with this Project.	Final Map	Engineering	

**EXHIBIT B**  
**Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
64.	<p>Eligible costs associated with roadways, drainage, traffic signal and trails are subject to potential reimbursement by the City as set forth in the Elk Grove Roadway Fee Program and applicable SEPA Fee Programs. To be eligible for reimbursement, the Applicant shall:</p> <ol style="list-style-type: none"> <li>1. Enter into an Acquisition and Reimbursement Agreement with the City prior to construction of the improvement;</li> <li>2. Comply with all pre and post-bidding procedures and prevailing wage as required by the City and State law; and</li> <li>3. Not receive reimbursement from any other reimbursement programs.</li> </ol>	Final Map	Engineering	
65.	The Applicant shall establish a Homeowners Association (HOA) prior to the recordation of the final map. The association shall be responsible for the maintenance and use of common areas, including but not limited to private landscape lots, park, and roadway, all utilities, including but not limited to sewer, water, storm drain, etc. unless otherwise required by any agency as a public facility.	Final Map	Engineering	
66.	The Applicant shall dedicate all private streets as an easement to allow access for services such as utility and emergency vehicles.	Final Map	Engineering	
67.	A street name, from the City of Elk Grove Veterans Street Name Program, shall be assigned to the Project for use on a street within the subdivision in accordance with City Policy and the satisfaction of the City.	Final Map	Engineering	
68.	The Applicant shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	Final Map	Engineering	
69.	For all single-family corner lots, an access restriction shall be placed on the property from the driveway around the corner to the property line of the side yard.	Final Map	Engineering	



**EXHIBIT B**  
**Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
70.	If the Applicant proposes to phase the Project, the Applicant shall dedicate property rights for, design and construct all infrastructure improvements as specified in these conditions, as determined by the City to be necessary to serve the proposed phase(s). Unless otherwise approved by the City and the CCSD Fire Department, each phase shall result in at least two points of access to arterial and/or thoroughfare streets, to the satisfaction of the City.	Final Map	Engineering	
71.	All parcels to be dedicated in fee to the City, as a condition of this tentative map, shall not be encumbered with any easements nor shall they be subject to a deed of trust at the time of the dedication on the final map except for the required Public Utility Easements. A partial re-conveyance for any deed of trust shall be submitted along with the final map for City Council Approval. The Applicant shall also provide title insurance in conjunction with all fee title dedications to the City of Elk Grove.	Final Map	Engineering	
72.	The granting of any easement to any other person(s) or entity, once the tentative map has been approved is prohibited, unless otherwise approved by the City. Should such grant be inadvertently provided it shall be subordinated to any dedication of streets or easements to the City of Elk Grove as shown on the Final Map. A subordination document shall be submitted along with the final map for City Council approval.	Final Map	Engineering	
73.	The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement with the City, which shall include the appropriate security.	Final Map	Engineering	

**EXHIBIT B**  
**Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
74.	<p>Prior to recording of a final subdivision map, the Project area shall annex into the Maintenance <b>Mello-Roos Community Facilities District 2006-1 (CFD)</b>, to fund the Project's fair share of landscape related maintenance costs associated with public parkways, public parks, open space, landscape setbacks, bike and other paths, landscaped medians in and adjacent to roadways, maintenance and operation of a community center, sports (including aquatic) facilities, cultural arts center, and water features, and maintenance of other related facilities. The annexation process can take several months, so Applicants should plan accordingly. The application fee and completed application for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/">http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/</a></p>	Final Map	Finance	
75.	<p>Prior to recording of a final subdivision map, the Project area shall annex into the <b>Police Services Community Facilities District 2003-2 (CFD)</b>, to fund the Project's fair share of Public Safety costs. The annexation process can take several months, so Applicants should plan accordingly. The application fee and completed application for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see <a href="http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/">http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/</a></p>	Final Map	Finance	
76.	<p>Prior to recording of a final subdivision map, the Project area shall annex into the <b>Street Maintenance Assessment District No. 1, Zone 5</b>, to fund a portion of the additional costs for long-term roadway maintenance related to serving the new development. The annexation process can take several months, so Applicants should plan accordingly. The application fee and completed application for the annexation is due prior to the Resolution of Intention to Levy Street Maintenance Assessments. For further information on this District, see <a href="http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/assessment_other_district_information/">http://www.elkgrovecity.org/city_hall/departments_divisions/finance/mello_roos_cfds/assessment_other_district_information/</a></p>	Final Map	Finance	

**EXHIBIT B**  
**Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
77.	Prior to the recordation of the final map, the property owner(s) shall: (1) approve (a) the formation of a new or annexation into an existing community facilities district ("CFD") and (b) an annual CFD special tax; or (2) deposit a sum money, as determined by the Cosumnes Community Services District ("CCSD"), sufficient for the CCSD to fund a portion of the cost of the CCSD's costs of providing ongoing fire and emergency services, maintenance, operation, and repair and replacement of fire facilities, apparatus, and equipment. Any costs for the formation of the new or annexation into an existing CFD, and approval of such annual CFD special taxes, or administration of the sum of money deposited to fund the CCSD's costs of providing ongoing fire and emergency services, shall be paid from the annual CFD special taxes or the sum of money deposited with the CCSD. In the event that the property owner(s) fails to approve an annual CFD special tax or deposit a sum of money as provided for herein for such purposes for the CCSD, no further building permits for the property shall be issued.	Final Map	CCSD Fire	
<b>PRIOR TO OR IN CONJUNCTION WITH BUILDING PERMIT SUBMITTAL OR ISSUANCE</b>				
78.	The Applicant shall construct temporary turnarounds at dead-end of "A", "C", "D", "K" and "H" Lane if necessary to the satisfaction of the City and the CCSD Fire Department.	Building Permit	Engineering CSD Fire	
79.	The Applicant shall pay the SEPA Park and Trail Fee per the Amendments to EGMC Chapter 16.95, Development Fees. The Park and Trail Fee is based on units for Residential land use and gross acreage for Non-Residential land use.	Building Permit	Engineering	
80.	The Applicant shall reconstruct any damaged curb, gutter, sidewalk and/or pavement caused by construction-related activities associated with the Project site. If pavement replacement is necessary, as determined by the City, the Applicant may be required to grind, overlay, and/or slurry seal the damaged portion(s) in accordance with the City Improvement Standards and to the satisfaction of the City. The Applicant shall schedule an inspection with the City to document the pre-construction condition of existing surface infrastructure adjacent to and near the Project.	Building Permit	Engineering	
81.	The Applicant shall reconstruct any existing ADA compliance improvements adjacent to the Project to meet current standards.	Building Permit	Engineering	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

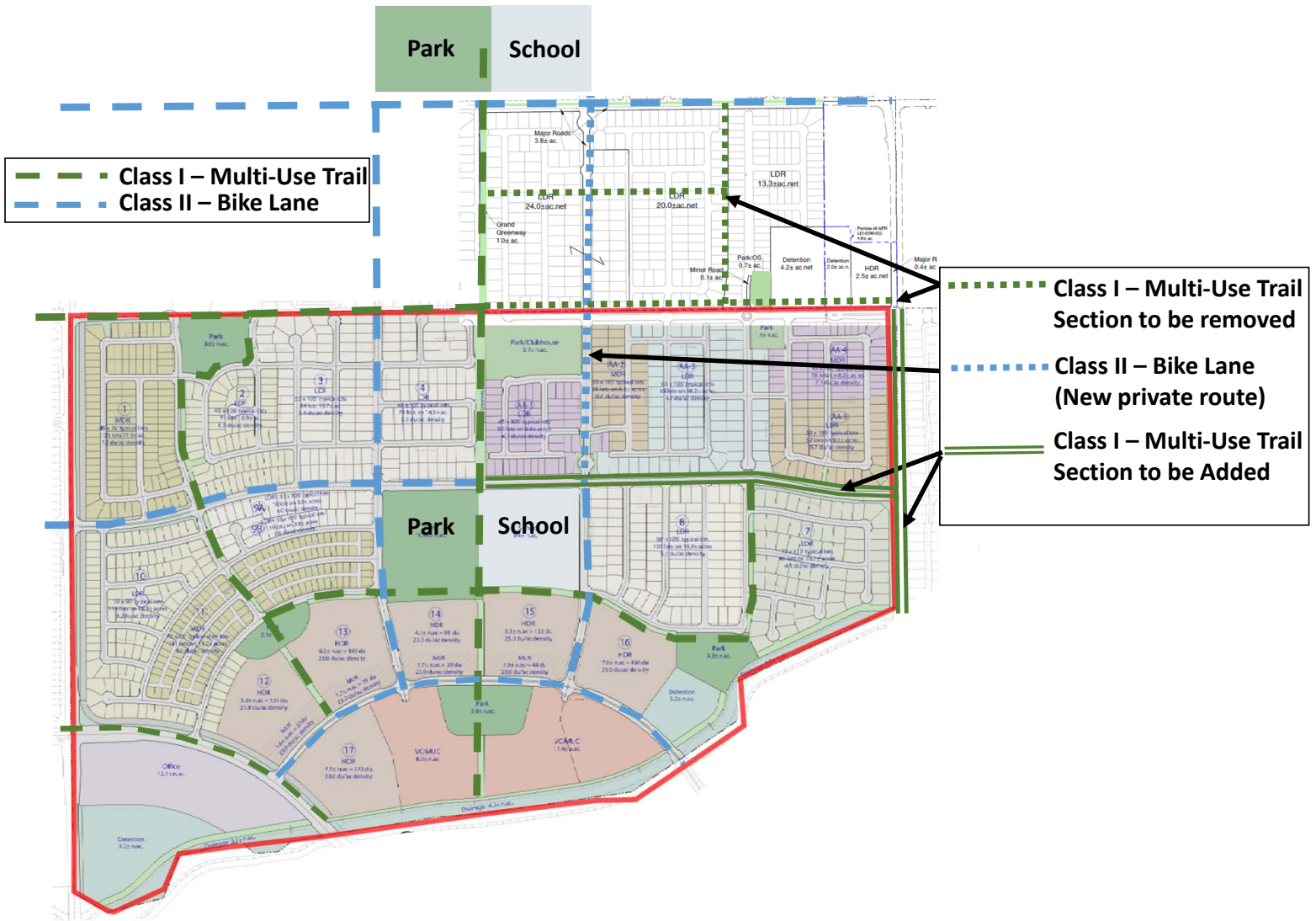
<b><u>Conditions of Approval</u></b>		<b><u>Timing / Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
82.	Identification signage issued by the City shall be mounted by the Applicant during streetlight installation in accordance with the approved plans	Building Permit	Engineering	
83.	The Applicant shall contact the SASD Permit Services Unit at <a href="mailto:PermitServices@sacsewer.com">PermitServices@sacsewer.com</a> or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits.	Building Permit	SASD	
84.	Project shall meet the fire apparatus/personnel access and water supply requirements of the building standards adopted at the time of plan submittal.	Building Permit	CCSD Fire	
85.	The Applicant shall construct and install landscape improvements in publicly maintained trail corridors and designated landscape lots according to plans and specifications approved by the CCSD.	Building Permit	CCSD	
86.	The Applicant shall install a 6-foot tall masonry wall or partial open fence consisting of block wall and tubular steel adjacent to all publicly maintained parks (6-foot tall masonry wall only), paseos, trails, landscape corridors, greenways and drainage corridors consistent with the standards of the SEPA Landscape Prototype Manual and to the satisfaction of the CCSD. The wall shall be located at the property or easement line within the City Right-of-Way, Park property, and/or other City parcels with the City's consent. The final design shall be in accordance with the SEPA Landscape Prototype Manual and approved by CCSD prior to installation.	Building Permit	CCSD	
87.	Applicant shall construct or facilitate the construction of the trail along the Grand Greenway Lot C in conjunction with the Poppy Keys Southwest development to the west of the project.	Building Permit	CCSD	

**EXHIBIT B****Esplanade West Tentative Subdivision Map Conditions of Approval (EG-17-044)**

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
88.	<p>The Applicant shall comply with the City's Climate Action Plan (CAP) as follows:</p> <ul style="list-style-type: none"><li>• Comply with CALGreen Residential Tier 1 energy efficiency standards (BE-4);</li><li>• At least ten percent of the Project shall include exclusively electrical appliances and HVAC system (BE-6). The ten percent requirement may be calculated utilizing all residential lots included in the Souza Dairy Development Agreement;</li><li>• 25% of the off-road construction feet used during construction shall include Environmental Protection Agency certified off-road Tier 4 diesel engines (TACM-8); and</li><li>• Parking spaces serving each unit shall be EV-Ready (TACM-9).</li></ul>	Building Permit	Planning	



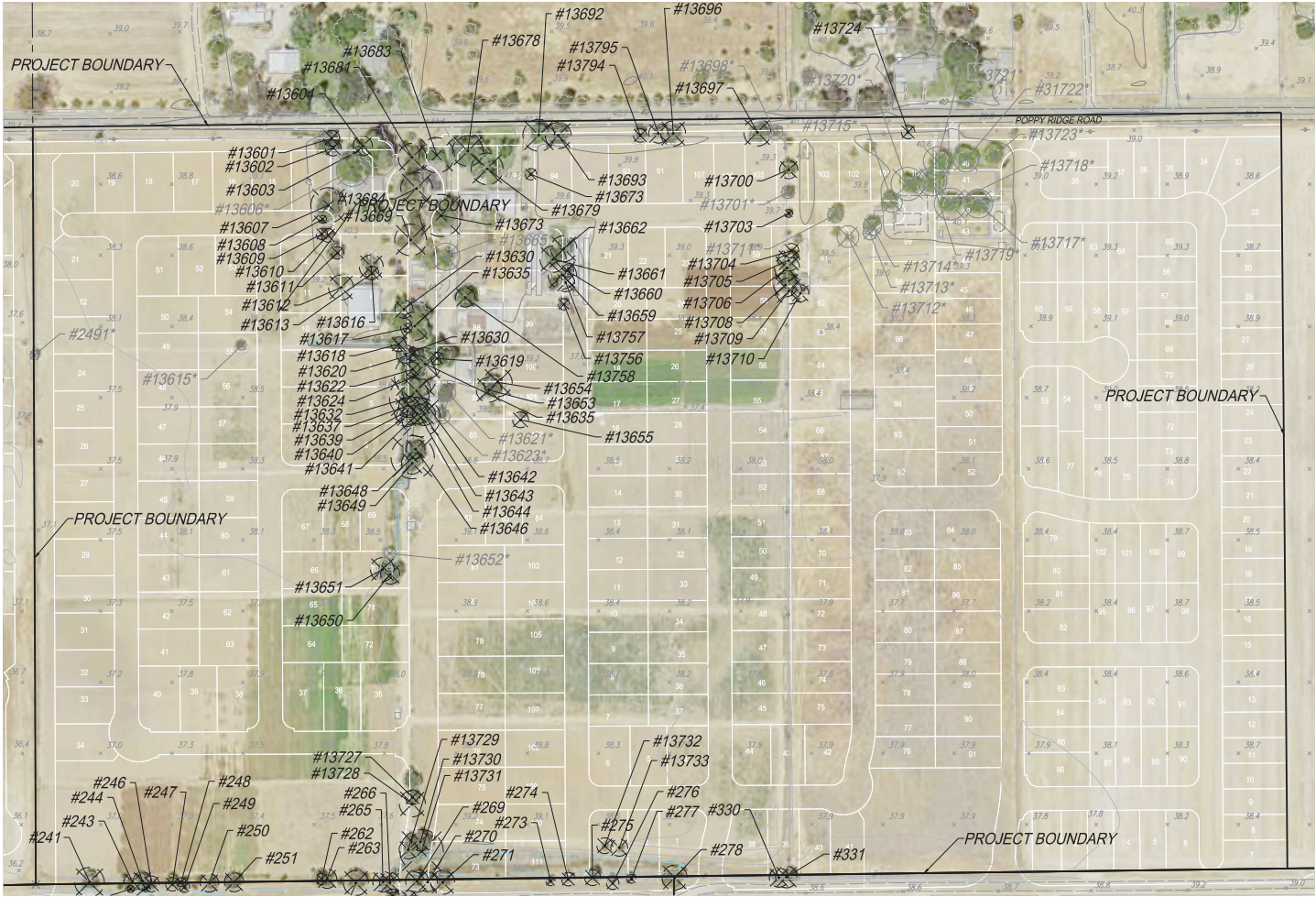
# EXHIBIT D



# EXHIBIT E

## TREE MITIGATION PLAN FOR POPPY KEYS SOUTHEAST

TREE #	DESCRIPTION	DA (in)	DLR (ft)	STATUS	NOTES
730 VALLEY OAK	7	16	16	REMOVE PER ARBORIST	NO MITIGATION REQUIRED
13603 VALLEY OAK	7	8	8	REMOVE PER ARBORIST	NO MITIGATION REQUIRED
16518 VALLEY OAK	11	13	13	REMOVE PER ARBORIST	NO MITIGATION REQUIRED
13676 VALLEY OAK	11	10	10	REMOVE PER ARBORIST	NO MITIGATION REQUIRED
13678 VALLEY OAK	30	27	27	REMOVE PER ARBORIST	NO MITIGATION REQUIRED
13684 VALLEY OAK	29	28	28	REMOVE PER ARBORIST	NO MITIGATION REQUIRED
13724 BLACK WALNUT	11	12	12	REMOVE PER ARBORIST	NO MITIGATION REQUIRED
TOTAL INCHES TO BE REMOVED PER ARBORIST 115					
727 VALLEY OAK	7	13	13	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
728 VALLEY OAK	17	23	23	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
729 VALLEY OAK	9	16	16	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
731 VALLEY OAK	40	36	36	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
732 VALLEY OAK	10	14	14	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
733 VALLEY OAK	10	15	15	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13601 VALLEY OAK	7	14	14	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13602 VALLEY OAK	33	31	31	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13604 VALLEY OAK	11	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13607 VALLEY OAK	28	31	31	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13608 VALLEY OAK	15	7	7	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13609 VALLEY OAK	11	10	10	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13610 VALLEY OAK	19	12	12	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13611 VALLEY OAK	12	11	11	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13612 VALLEY OAK	7	22	22	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13613 VALLEY OAK	7	12	12	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13615 VALLEY OAK	30	21	21	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13616 VALLEY OAK	19	12	12	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13617 VALLEY OAK	6	8	8	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13618 VALLEY OAK	9	11	11	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13619 VALLEY OAK	10	12	12	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13620 VALLEY OAK	13	13	13	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13622 VALLEY OAK	42	37	37	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13624 VALLEY OAK	17	25	25	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13625 VALLEY OAK	10	16	16	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13626 VALLEY OAK	33	35	35	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13628 VALLEY OAK	28	28	28	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13629 VALLEY OAK	10	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13630 VALLEY OAK	17	24	24	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13631 VALLEY OAK	11	18	18	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13632 VALLEY OAK	7	18	18	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13633 VALLEY OAK	7	18	18	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13634 VALLEY OAK	7	25	25	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13635 VALLEY OAK	8	20	20	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13636 VALLEY OAK	32	34	34	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13637 VALLEY OAK	13	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13638 VALLEY OAK	33	36	36	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13639 VALLEY OAK	16	19	19	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13640 VALLEY OAK	14	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13641 VALLEY OAK	14	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13642 VALLEY OAK	7	25	25	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13643 VALLEY OAK	8	20	20	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13644 VALLEY OAK	32	34	34	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13645 VALLEY OAK	13	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13646 VALLEY OAK	33	36	36	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13647 VALLEY OAK	16	19	19	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13648 VALLEY OAK	14	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13649 VALLEY OAK	14	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13650 VALLEY OAK	17	21	21	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13651 VALLEY OAK	16	22	22	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13652 VALLEY OAK	24	25	25	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13653 VALLEY OAK	8	14	14	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13654 VALLEY OAK	7	10	10	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13655 VALLEY OAK	12	16	16	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13656 VALLEY OAK	20	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13657 VALLEY OAK	9	11	11	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13658 VALLEY OAK	12	15	15	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13659 VALLEY OAK	12	15	15	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13660 VALLEY OAK	27	23	23	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13661 VALLEY OAK	21	23	23	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13662 VALLEY OAK	24	28	28	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13663 VALLEY OAK	35	37	37	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13664 VALLEY OAK	30	26	26	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13665 VALLEY OAK	23	31	31	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13666 VALLEY OAK	17	28	28	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13667 VALLEY OAK	20	23	23	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13668 VALLEY OAK	12	12	12	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13669 VALLEY OAK	24	17	17	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13670 VALLEY OAK	14	22	22	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13671 VALLEY OAK	20	24	24	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13700 BLACK WALNUT	19	16	16	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13703 VALLEY OAK	6	7	7	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13704 VALLEY OAK	14	13	13	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13705 VALLEY OAK	13	19	19	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13706 VALLEY OAK	13	22	22	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13707 VALLEY OAK	18	21	21	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13708 VALLEY OAK	17	23	23	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
13710 VALLEY OAK	13	15	15	REMOVE FOR CONSTRUCTION	MITIGATION REQUIRED
TOTAL INCHES TO BE REMOVED WITH MITIGATION 1135					
GRAND TOTAL INCHES 1250					

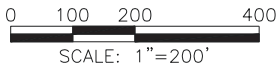


### NOTES:

- ALL EXISTING ONSITE TREES TO BE REMOVED AS PART OF THIS DEVELOPMENT.
- REFER TO "ARBORIST REPORT AND TREE INVENTORY SUMMARY PKS EAST PROJECT SITE" PREPARED BY SIERRA NEVADA ARBORIST, DATED APRIL 3, 2017 FOR ADDITIONAL TREE INFORMATION.

### LEGEND

- TREE DRIPLINE RADIUS PER ARBORISTS' REPORT
- #4648 TREE TAG & REPORT NUMBER (TREE OF LOCAL IMPORTANCE)
- #4649\* TREE TAG & REPORT NUMBER (NOT A TREE OF LOCAL IMPORTANCE)



### Tree Exhibit

# Esplande West

City of Elk Grove  
Scale 1"=200'

**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1522 Eureka Road, Suite 100, Roseville, CA 95691 (916) 775-1889

California  
August 17, 2018  
27154.KCB

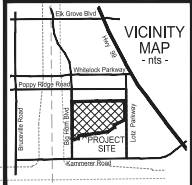
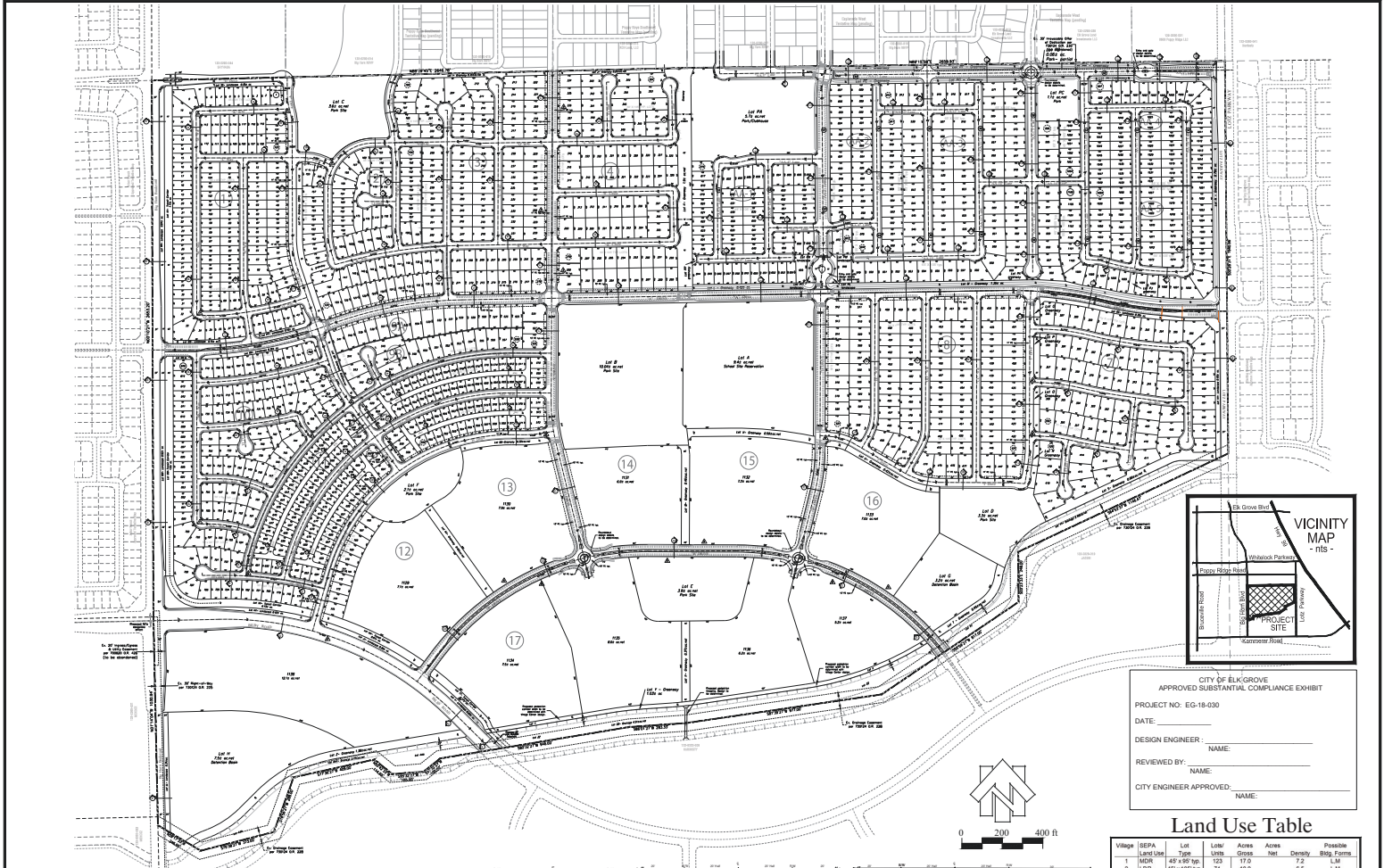
**PRELIMINARY - Subject to Revision**

P:\27180\ES\Ex-0\Tree Exhibit\Tree Exhibit.dwg [3] P:\27154\01\SRV\Topo\Aerial\ESPA\_Topo\ID-TP-EG-ESPA-1090-2013-01-14\_Ground.dwg [4] P:\27128\Images\Aerial\Map2014\Aerial\Expend

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# EXHIBIT F



CITY OF ELK GROVE  
 APPROVED SUBSTANTIAL COMPLIANCE EXHIBIT  
 PROJECT NO: EG-18-030  
 DATE: \_\_\_\_\_  
 DESIGN ENGINEER: \_\_\_\_\_  
 REVIEWED BY: NAME: \_\_\_\_\_  
 CITY ENGINEER APPROVED: NAME: \_\_\_\_\_

### Land Use Table

Village	SEPA Land Use	Type	Lot Units	Acres Gross	Acres Net	Density	Possible Bldg. Form
1	MDR	45' x 105' typ	125	17.5	17.5	7.2	LM
2	LDR	45' x 105' typ	71	10.9	6.5	6.5	LM
3	LDR	50' x 105' typ	84	15.7	8.4	5.8	LU
4	LDR	60' x 105' typ	75	14.4	8.1	5.1	LU
7	LDR	70' x 105' typ	66	16.1	4.1	4.1	LU
8	LDR	80' x 105' typ	101	19.9	8.1	8.1	LU
8A	LDR	50' x 105' typ	18	3.0	6.0	6.0	LU
8B	LDR	50' x 105' typ	19	3.8	6.0	6.0	LU
10	LDR	50' x 105' typ	110	19.9	6.2	6.2	LU
11	MDR	40' x 105' typ	141	19.7	9.0	9.0	K
Subtotal			819	136.3			
AA-1	LDR	45' x 105' typ	58	8.6	6.7	6.7	LM
AA-2	LDR	45' x 105' typ	38	6.3	6.0	6.0	LU
AA-3	LDR	45' x 105' typ	25	18.2	4.7	4.7	LU
AA-4	MDR	45' x 105' typ	58	8.2	7.1	7.1	LM
AA-5	LDR	45' x 105' typ	52	9.1	5.7	5.7	LU
Subtotal			291	60.4			
12-16	MDR		649	28.2	23.0		P.G.R.S.T.
12-16	MDR		159	6.9	23.0		E.P.S.T.U.
17	MDR/VIC		173	7.5	23.0		C.E.P.A.S.T.U.V.
Subtotal			960	42.6			A
Subtotal			195	19.5			
Subtotal			123	12.3			
Subtotal			94	9.4			
Subtotal			23	2.3			
Subtotal			13	1.3			
Subtotal			4.1	4.1			
Subtotal			6.0	6.0			
Subtotal			1.8	1.8			
Subtotal			0.4	0.4			
Subtotal			20.7	20.7			
Subtotal			3.8	3.8			
Subtotal			23.6	23.6			
Subtotal			4.0	4.0			
Subtotal			1.1	1.1			
GRAND TOTALS			2086	375.0	147.2		

NOTES: (1) Includes arterial and collector roads (grade and private).  
 (2) Excludes primary & local backbone bridge of parkway/bridge/roadway.

UTILITY	REPRESENTATIVES	PHONE
U.S.A.	UNDERGROUND SERVICE ALERT	GENERAL OPERATOR 800-222-2600
WATER	CONCRETE CONSTRUCTION	800-455-7500
GAS	CONCRETE CONSTRUCTION	800-455-7500
ELECTRIC	CONCRETE CONSTRUCTION	800-455-7500
TELEPHONE	CONCRETE CONSTRUCTION	800-455-7500
SEWER	SAC COUNTY WATER AGENCY	916-374-5719
SEWER	SAC COUNTY WATER AGENCY	916-374-5719
DRAINAGE	CITY OF ELK GROVE	916-427-5434
FLY ASH	FLY ASH BROADCAST	916-453-4933

**PROJECT INFORMATION**

**SITE DESCRIPTION:** Portion of Sections 11 thru 14, Township 0N, Range 05E, M.D.B. & M, Belmont, CA 94002.

**ASSESSORS PARCEL:** 132-0320-006

**OWNER:** EQ Land Investors LP, 940 Emmett Ave, #200, Belmont, CA 94002.

**SUBDIVIDER:** Ryan & Bards Homes, 10630 Mather Road, Sacramento, CA 95665.

**LAND PLANNER:** Walters Land Planning, 9139 Laguna Lane Way, Elk Grove, CA 95758, (916) 502-1723.

**ENGINEER:** Mackay & Soms, 1055 Creekside Ridge Dr., #150, Roseville, CA 95678-3575, (916) 773-1185.

**EXISTING ZONING:** Special Planning Area (SPA)

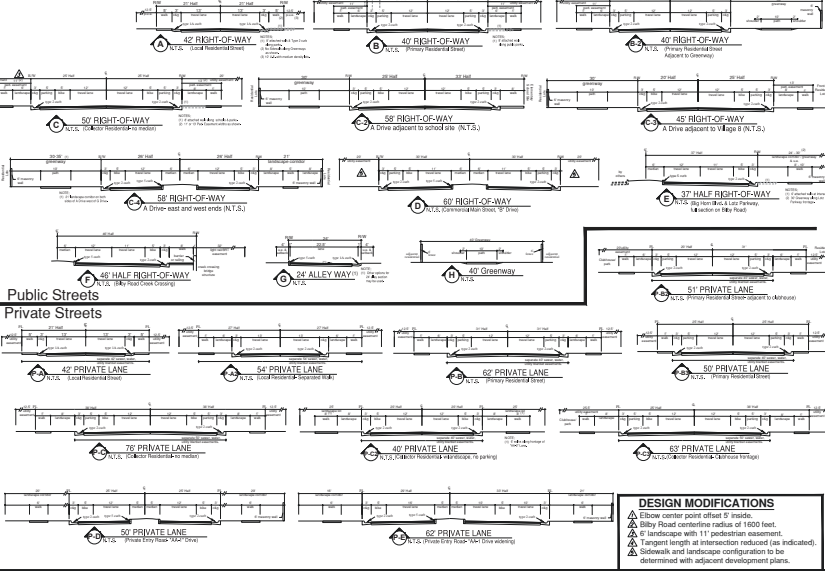
**SERVICES:** See Services Contacts Block

**NUMBER OF LOTS:** 1106: Total Residential Lots (see Table for breakdown)  
 10: Large Lots  
 1: School Lot  
 5: Parks  
 25: Greenway Lots  
 13: Landscape Lots  
 5: Light Rail/BRT Lots  
 3: Drainage Lots  
 2: Detention Lots  
 3: Parks-private  
 9: Greenway Lots-private  
 4: Landscape Lots-private  
 8: Driveway Street Lots

**1194: TOTAL LOTS**

**AREA:** 375.51 Acres Gross

- NOTES**
- Dimensions & areas shown are approximate and subject to change.
  - Subdivider reserves the right to the multiple final maps.
  - All existing structures to be removed.
  - See Arbores Report for tree information. All trees proposed to be removed.
  - Street names with letter/number designations are for planning purposes. Actual street names to be processed as part of Final Map.
  - Aerial topography not shown at 200 scale for clarity.
  - Deviations from City Improvement Standards are proposed. See Design Modifications shown.
  - Refer to the Southeast Policy Area SPA for street sections and development standards.
  - See street sections for proposed utility easements proposed adjacent to roadways. Note 10' utility easement proposed along minor residential street frontage of medium density lots.
  - Abandonment of easements and/or right-of-way are proposed as shown with this map.
  - Greenway landscape lots PD thru PP to be privately maintained.
  - Drainage channel dimensions and detention basin sizing may vary with more detailed drainage analysis. Areas of adjacent land uses may vary as a result.
  - Private lanes AA 1 thru AA-20 to be privately owned lots and maintained by a homeowners association. Gated entries proposed on AA 1 and AA-2 Lanes.
  - This is an application for a development permit.



**DESIGN MODIFICATIONS**

- Elbow center point offset 5' inside.
- Billy Road centerline radius of 1800 feet.
- 6' landscape with 11' pedestrian easement.
- Tangent length at intersection reduced (as indicated).
- Sidewalk and landscape configuration to be determined with adjacent development plans.

**Adjusted Tentative Map Souza Dairy**  
 City of Elk Grove, California  
 Scale: 1" = 200'  
 (when printed 36" x 36")  
 December 4, 2020  
 Revised: December 10, 2020

**WALTERS LAND PLANNERS**  
 ENGINEERS PLANNERS SURVEYORS

**MACKEY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2021-218**

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 resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a special meeting of said Council held on August 4, 2021 by the following vote:*

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

**NOES:**       **COUNCILMEMBERS:** *None*

**ABSTAIN:**   **COUNCILMEMBERS:** *None*

**ABSENT:**   **COUNCILMEMBERS:** *None*

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

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL ORDINANCE NO. 18-2021**

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 August 4, 2021, and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on August 11, 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**