



**CITY OF ELK GROVE  
CITY COUNCIL STAFF REPORT**

**AGENDA TITLE:** A public hearing to consider a Large Lot Tentative Subdivision Map, Small Lot Tentative Subdivision Map, Design Review for Subdivision Layout, Abandonment, and Development Agreement for the Souza Dairy Project (EG-13-030) (CEQA Exempt)

**MEETING DATE:** August 12, 2015

**PREPARED BY:** Christopher Jordan, AICP, Planning Manager

**DEPARTMENT HEAD:** Darren Wilson, PE, Development Services Director

**PROJECT DESCRIPTION:**

**Location:** 10220 West Stockton Boulevard, APN 132-0320-006  
**Planner:** Christopher Jordan, AICP  
**Applicant:** Souza Elk Grove, LLC  
**Property Owner:** Souza Dairy Limited Partnership

**RECOMMENDED ACTION:**

The Planning Commission recommends that the City Council:

1. Adopt a Resolution 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 (Attachment 1); and
2. Introduce and waive the full reading, by substitution of title only, an ordinance finding the Development Agreement exempt from CEQA and Approving a Development Agreement between the City of Elk

Grove, Souza Elk Grove, LLC, and Souza Dairy Limited Partnership for the Souza Dairy Project (EG-13-030) (Attachment 2).

**PLANNING COMMISSION REVIEW:**

The Planning Commission reviewed this Project at its regular meeting on July 16, 2015. After receiving presentations from staff and the Applicant, the Commission received public comment from several individuals as summarized below:

- Concerns that the Project benefits the Applicant and more needs to be done to ensure that development of the adjoining employment areas occurs so that the changes to the City's jobs-housing ratio can occur;
- Concerns with the flexible nature of the SEPA plans and its relationship to the Project. Support for the Project as a catalyst to economic development that will kick-start development of the business parks. Concerns with drainage and flooding in and around the Project;
- Relationship to a pending Sphere of Influence Amendment application with the Sacramento Local Agency Formation Commission;
- Impacts from vehicles relative to traffic and air quality and other climate change issues;
- Consistency with the City's Housing Element of the General Plan and concern that the Project will not provide workforce housing;
- Concerns with the trails (greenways) located within the Project, including the number of trail crossings of roadways (21 in total) and with the requested deviation from standards for the greenways (trails).

Following the closing of the public hearing, the Commission deliberated on the Project. Commissioners noted the interconnected street system with an integrated trail system as consistent with the SEPA plans. They recognized the value of the SEPA-wide infrastructure improvements furthered by the Project. Additionally, they agreed that the lot layout implements the SEPA land plan and policies.

During the deliberation and as part of their recommendation, the Commission directed two changes to the Development Agreement and one change to the Conditions of Approval. First, they directed that the term of

the Large Lot Map be limited to 10 years and the Small Lot Map be limited to 10 years from the recordation of the underlying Large Lot Map. This would provide for a maximum cumulative life to the maps of 20 years, rather than the 40 initially proposed by the Applicant. The Applicant did not consent to this change and, as described later in this report, is requesting that the term of the maps remain at 20 for the Large Lot Map and 20 for Small Lot Map with a cumulative maximum of 20 years.

Second, the Commission directed, consistent with the Applicant's agreement, that the Development Agreement bind the applicant to developing Bilby Road from Big Horn Boulevard to the Shed C Channel, including a minimum of one travel lane in each direction and all utilities (e.g., water, sewer, drainage, electricity, telecommunication), as well as the culvert crossing Shed C, prior to the issuance of the 501<sup>st</sup> single family residential building permit.

Regarding the Conditions of Approval, Conditions 29 on the Large Lot Map and 71 on the Small Lot Map require the recordation of reciprocal access and parking agreements between certain lots in the Village Center and adjoining mixed use areas. The Applicant has agreed that the condition should apply to the Village Center area but does not want as broad a condition applied to the mixed use lot. Specifically, the Applicant has identified that they are satisfied with providing pedestrian access but they are not satisfied with being potentially required to provide vehicular access and parking. As written, the conditions are broad but include the clause "as applicable." Staff's intent was that the conditions should be clarified to specifically allow the narrowing of the agreement as part of subsequent development of the properties. In this way, the City would ensure opportunity for all forms of access are preserved with the mapping but that the access can be refined and reduced, if warranted, once ultimate development occurs.

### **PROJECT DESCRIPTION:**

The Souza Dairy Project includes a Large Lot Tentative Subdivision 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 densities; 11 large lots for future high-density residential, commercial, and mixed-use developments; one school site; eight park lots; and various drainage, detention, landscape, light rail/bus rapid transit, and parkway lots, all collectively on approximately 375

acres. The Project proposes a reduced greenway width (30-ft.) next to single-loaded streets. The Project proposes abandonment of easements and/or rights-of-way as shown on the maps.

The Project also includes adoption of a proposed Development Agreement between the City and the Applicant and the property owners. The components of the Development Agreement include but are not limited to the following:

- Provide a 10-year term for the Large Lot Tentative Subdivision Map (as modified by the Planning Commission);
- Restrict subsequent development of the lots created under the Final Large Lot Map until completion of improvements or surety is provided;
- Provide a 10-year term for the Small Lot Tentative Subdivision Map from the date of recordation of the Large Lot Map (as modified by the Planning Commission);
- Vest applicable fees for a period of 10-years from the effective date of the Development Agreement but not their increases; and
- Vest development standards only in regards to the City's inability to eliminate an established land use designation for a period of 10-years from the effective date of the Development Agreement. The Applicant has requested vesting of all development standards in the SPA and the Zoning Code. Staff has resisted this change because it would restrict the City's ability to make even the smallest change (e.g. setbacks or fence heights) and it is difficult at this point in time to determine if such changes will be necessary in the coming years.

The proposed entitlements are necessary and required under Titles 22 and 23 of the Elk Grove Municipal Code (EGMC) in order to develop the Project as proposed by the Applicant, however, the specifics of the entitlements are not mandated and may be revised. For instance, the Development Agreement must restrict building permits until infrastructure is delivered or adequate security is posted but it does not have to provide a fee lock or vesting rights if that is not the desire of the Planning Commission or ultimately the City Council.

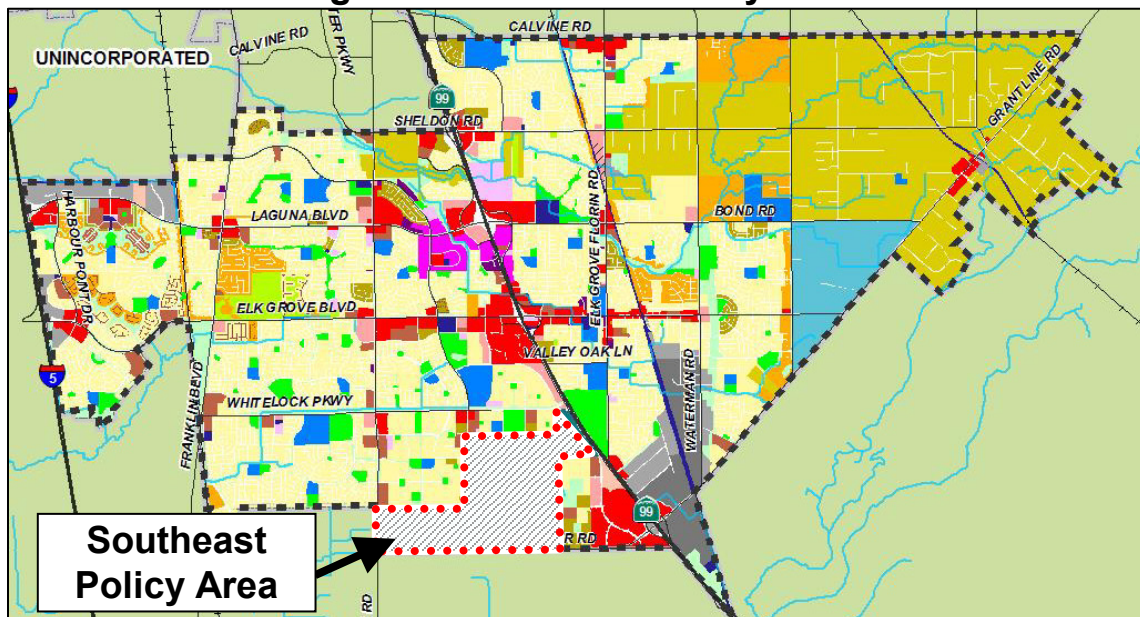
#### **BACKGROUND:**

On July 9, 2014, the City Council adopted the Southeast Policy Area (SEPA) Strategic Plan, which included the certification of an Environmental

Impact Report (EIR) and adoption of the SEPA Community Plan, SEPA Special Planning Area (SPA), and the various master plans for water, sewer, drainage, and traffic required for SEPA. SEPA (Figure 1) is approximately 1,200 acres located in the southern portion of the City and includes the entirety of the City's Southeast Policy Area (SEPA), as designated in the General Plan. SEPA is generally bounded by Poppy Ridge Road, Kammerer Road, a future extension of Big Horn Boulevard, and another future major roadway to the east (Lotz Parkway), with a "panhandle" section that extends to the west along Kammerer Road. The panhandle section of SEPA is bounded by Kammerer Road to the south, Bruceville Road to the west, and Bilby Road to the north. In addition to the panhandle portion to the southwest, the northeast triangular-shaped section of SEPA extends beyond Poppy Ridge Road to the east to State Route 99 and north of the future extension of Kyler Road.

SEPA has historically been used for agricultural purposes and is primarily undeveloped with some scattered residences, ornamental landscaping, and outbuildings. An irrigation channel, flowing in an east-to-west direction, bisects the SEPA area.

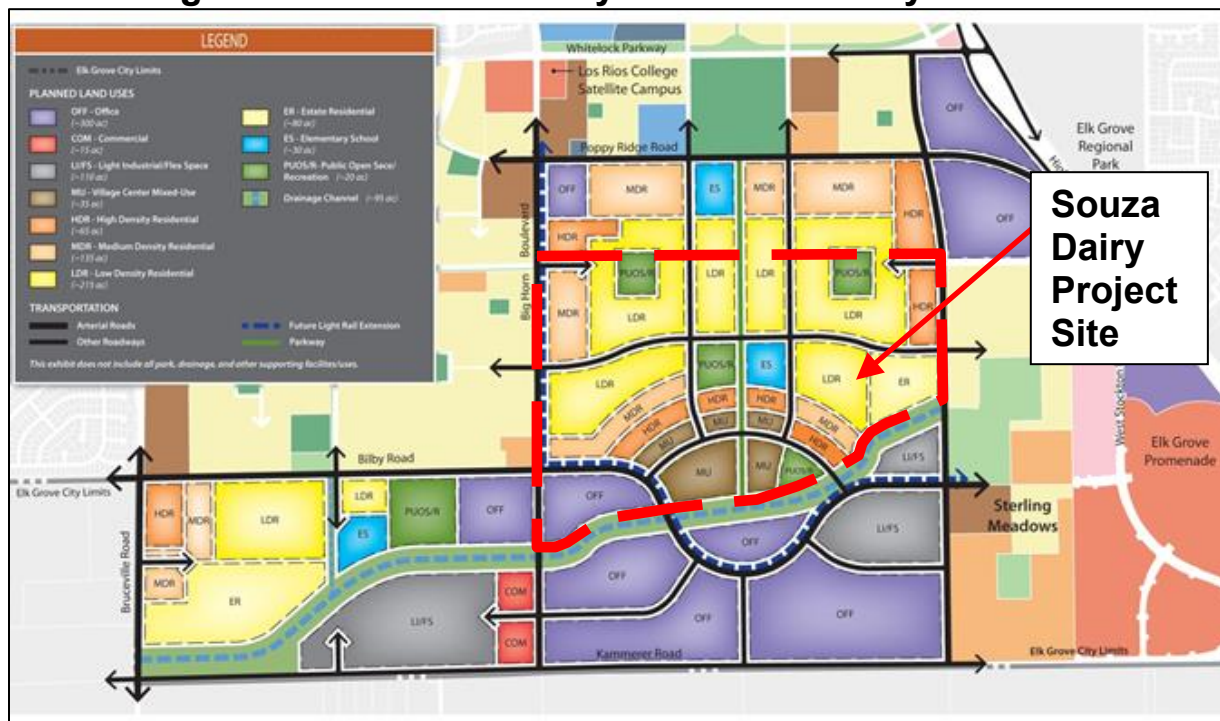
**Figure 1: Southeast Policy Area**



The SEPA land plan (Figure 2) establishes the overall land plan for subsequent developments within the SPA by establishing a range of land use designations, which function like mini-zoning districts, subordinate to the larger SPA zoning. The SEPA land plan is not meant to be overlaid with

existing parcel lines and does not indicated specific acreage requirements for specific land use types. The layout is inherently flexible and is meant to guide the final configuration of land uses through the approval of subsequent tentative maps.

**Figure 2: Southeast Policy Area Community Land Plan**



As the Council is aware, the City is pursuing some early implementation steps for SEPA. These include the following:

- Completing design and permitting, and pursuing construction of, the sewer lift station and force main to serve the area;
- Pursuing environmental permitting for the Phase 1 Shed C Drainage Channel improvements from Lotz Parkway to Big Horn Boulevard;
- Pursuing environmental permitting for the SEPA Major Infrastructure (major roads and utility corridors); and
- Preparing fee programs covering drainage, parks, and trails.

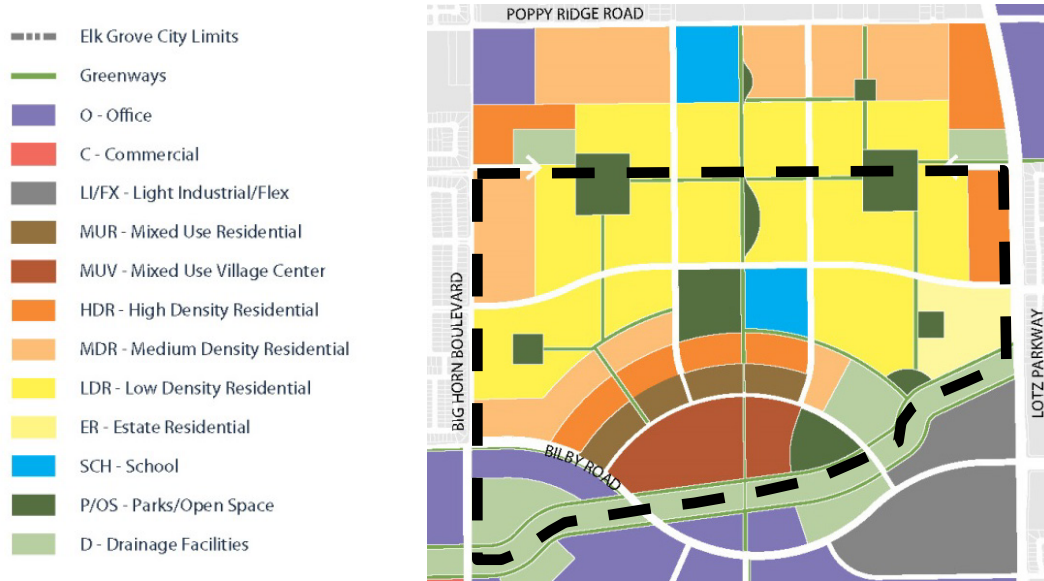
### **ANALYSIS:**

#### **Tentative Subdivision Maps (Large and Small), Design Review for Subdivision Layout, and Abandonment**

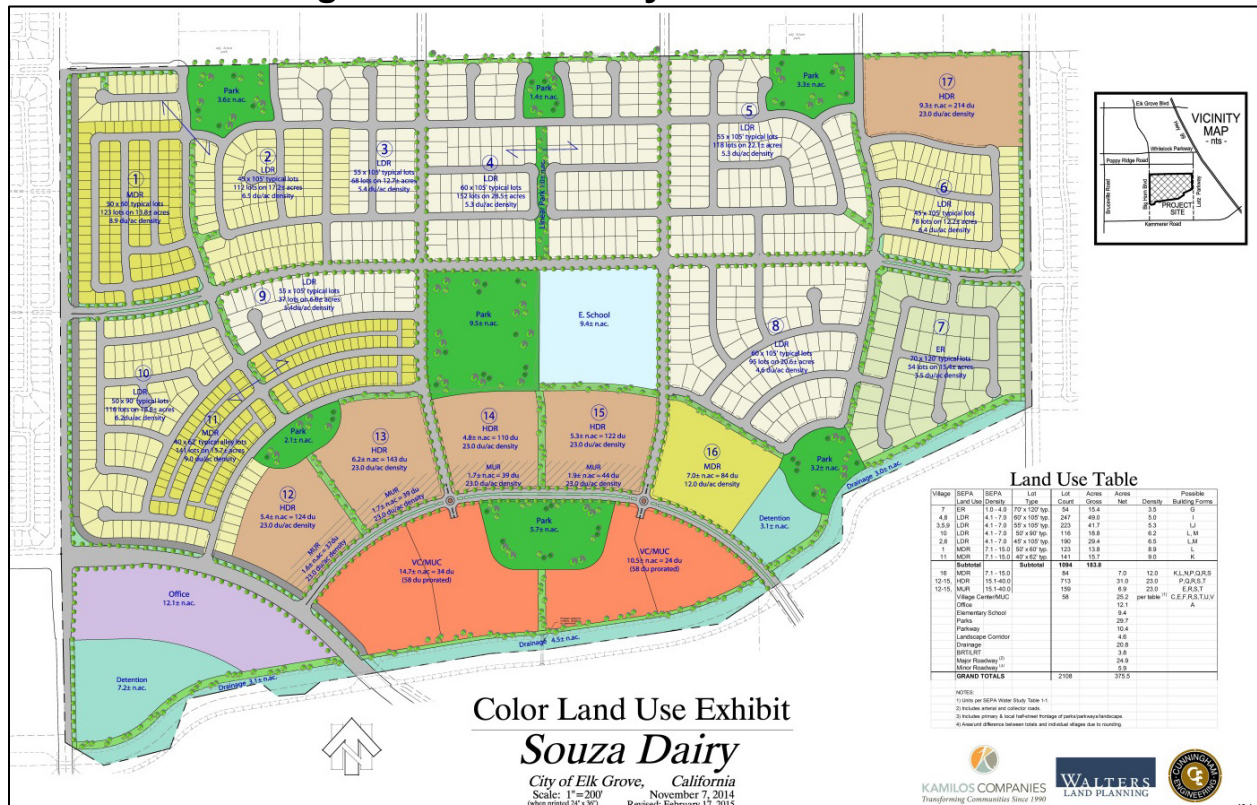
The SEPA land plan identifies several different land use designations within Souza Dairy Project site, including Low-Density Residential, Estate

Residential, Medium-Density Residential, High-Density Residential, Mixed-Use Village Center, Mixed-Use Residential Office, School, Parks/Open Space, and Drainage Facilities.

**Figure 3: Souza Dairy Land Plan Designations as Illustrated in the SEPA SPA**



**Figure 4: Souza Dairy Land Use Exhibit**



The proposed Tentative Subdivision Maps are consistent with the Elk Grove General Plan, the Southeast Policy Area Community Plan and Special Planning Area, and all applicable Municipal Code requirements and subdivision regulations as demonstrated in the comparison of Figures 3 and 4. Approval of the Small Lot Tentative Subdivision map will create 1,162 lots as follows:

- 1,094 Single Family Residential Lots
- 11 Large Lots
- 1 School Lot
- 8 Park Lots
- 20 Parkway Lots
- 18 Landscape Lots
- 5 Light Rail/BRT Lots
- 3 Drainage Lots (Shed C Channel)
- 2 Detention Basin Lots

The proposed Large Lot Tentative Subdivision Map will create 45 large lots for phasing and financing purposes.

### *Access and Layout*

The Project site currently lacks public roadway access, meaning that it is not bordered by any existing public rights-of-way. The Applicant will be required to construct at least one point of connection to the Project site prior to any development.

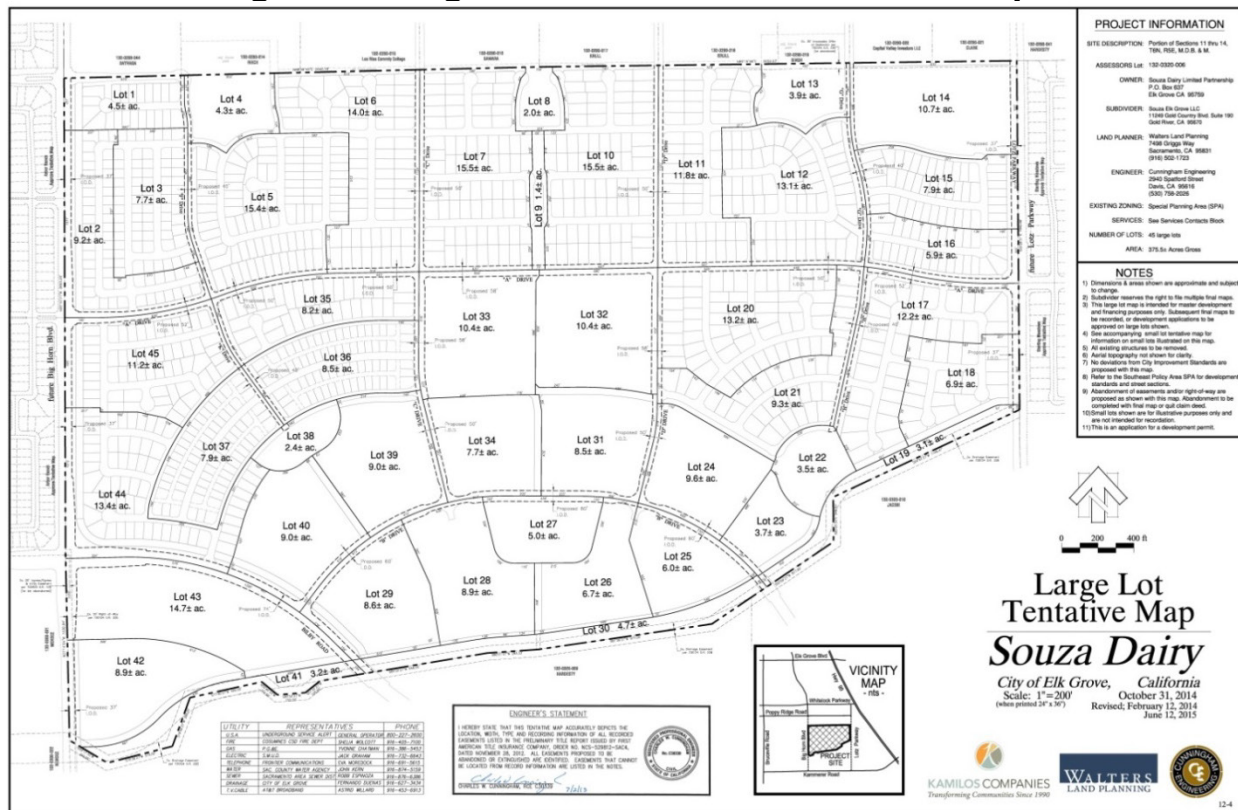
The proposed Souza Dairy layout and circulation is consistent with the design protocols of the SEPA SPA. According to the SEPA SPA, the layout and circulation for new development shall be based upon a “modified grid” pattern. The layout of streets may include a mixture of grid, cul-de-sacs, or curvilinear alignments as long as the pattern is logical and comprehensible, minimizing circuitous routes. The SPA also requires connections and linkages to the greenway system wherever possible. The majority of cul-de-sacs proposed on the map are used to connect neighborhoods to the greenway system along the northern property line. Other cul-de-sacs are used to address unique layout circumstances (e.g., ‘3 Court’ just east of Lot



C park). Additionally, the Project has included many connections to greenways and parks, consistent with the requirements of the SPA.

Once completed, vehicular access through the residential areas of the site will be provided through several locations along major arterial roadways, including three entries on Big Horn Boulevard and one entry from Lotz Parkway. "A" Drive, a residential collector, traverses the Project site in an east-west direction, while "B" and "C" Drives runs north-south from the Village Center to the northern property line. The majority of lots front onto "A" Drive to achieve a boulevard effect and a more "neighborhood" feel. Internal streets have been planned to achieve efficient access throughout the various neighborhoods. "B" Drive (Commercial Main Street) connects to Bilby Road at two locations (one onsite at the west end and one offsite at the east end).

**Figure 5: Large Lot Tentative Subdivision Map**





Residential Villages’ consistency with the SEPA Land Use Plan and includes applicable building forms for each Village. Please note that subsequent building design will be reviewed and approved by the City through the subsequent master home plan design review process.

**Table 1: Single Family Residential**

Village	Land Use	Density	Lot Type (typ.)	Lot Count	Gross Acres	Density	Applicable Building Forms (SEPA Chapter 4)
1	MDR	7.1-15.9	50’x60’	123	13.8	8.9	L
2	LDR	4.1-7.0	45’x105’	112	17.2	6.5	L, M
3	LDR	4.1-7.0	55’x105’	68	12.7	5.4	I, J
4	LDR	4.1-7.0	60’x105’	152	28.5	5.3	I
5	LDR	4.1-7.0	55’x105’	118	22.1	5.3	I, J
6	LDR	4.1-7.0	45’x105’	78	12.2	6.4	L, M
7	ER	1.0-4.0	70’x120’	54	15.4	3.5	G
8	LDR	4.1-7.0	60’x105’	95	20.6	4.6	I
9	LDR	4.1-7.0	55’x105’	37	6.8	5.4	I, J
10	LDR	4.1-7.0	50’x90’	116	18.8	6.2	L, M
11	MDR	7.1-15.9	40’x62’	141	15.7	9.0	K
<b>TOTAL:</b>				<b>1,094</b>	<b>183.8</b>		

*Other Residential Land Uses*

The Project includes six large lots for future high-density residential, medium-density residential, and mixed-use residential developments (Large Lots 14, 24, 31, 34, and 40). HDR Lot 14 is located in the northeastern corner of the Project site and would be accessed from Lotz Parkway and “G” Drive. The remaining Lots are located on the north site of the “eyeball” and front on “B” Drive. Future design review approval will be required for development on these sites.

*Mixed-Use Village Center*

The Project includes the “Mixed-Use Village Core (MUV),” located in the “eyeball” along the Channel. This area is designated for development with

vertical and horizontal mixes of uses that feature commercial retail and office with allowances for residential or office above. Development is intended to serve as a gathering location for area employees and residents. The Project proposes five tentative lots for the MUV area, including a future park site. The location of the specific lot lines, as well as the exact location and configuration of the park site, will likely shift once an end-user has been determined. Condition #31 of the Large Lot Map and Condition #73 of the Small Lot Map require District Development Plan Design Review approval, consistent with the requirements of Title 23, Zoning, prior to approval of any subsequent design review approval for any building in the Village Center in order to provide overall site plan approval and establishes development elements including, but not limited to, pedestrian improvements, signage, landscaping, internal setbacks, lighting, building architecture design parameters, and other features that are common across the site.

### *Office*

The Project includes one office parcel (12.1 acres) located at the southeast corner of the intersection of Big Horn Boulevard and Bilby Road. Future design review approval will be required for development on this site.

### *Parks*

The Project includes eight park sites located throughout the site. The Project will provide its required (Quimby) parkland acreage through dedication on-site.

### *Trails/Greenways*

The Project includes over 10 acres of trails and greenways, which connect the neighborhoods together as well as provide off-street access and connectivity to the individual parks and the Village Center/Shed C Channel. The central “spine” trail/greenway connection runs north-south in the middle of the Project site and connects three parks from the northern property line to the Channel. Second tier greenway connections are provided along “G”/“H” Drives and “F”/“K” Drives, which connect the smaller parks and residential neighborhoods together. The second tier greenway connections are proposed with a reduced greenway width of 30-feet due to

their location next to single-loaded roads. This is a design deviation from the 40-foot minimum width for greenways. City and Cosumnes Community Services District (CCSD) Parks staff have both reviewed this request and support the deviation through the subdivision design review process. The tiering of the greenways corresponds with the primary and secondary volumes of pedestrian/bike movement through the Souza Dairy Project site and SEPA.

The Trails Committee reviewed the Project on December 16, 2014, and made the following recommendations:

1. Maintain/implement grade separated crossings at Bilby Rd and Big Horn Blvd for the trail along Shed C.

*Note: The Project has been conditioned to dedicate and pay a fair-share in-lieu payment for two grade separated undercrossings of the greenway trail along the Channel at Shed C/Bilby and Shed C/Big Horn Boulevard. This improvement is proposed as part of the forthcoming Trails Impact Fee Program.*

2. Carry/Implement same standards for multi-use trails/class I bikeways through parks.

*Note: SEPA trail standards will be implemented for all trail connections through parks consistent with the requirements of the SEPA SPA.*

3. Implement wider trail/parkway corridors and cross sections wherever possible. Go beyond the required minimum consistent with the encouragement provided in the Elk Grove Bicycle, Pedestrian, and Trails Master Plan.

*Note: The majority of greenways are consistent with the requirements of the SEPA SPA, with the exception of the reduced greenway next to single loaded roads. However, the trail pavement section in the reduced greenway will meet the standards of the SEPA SPA.*

4. Roadway bridges crossing Shed C shall include sidewalks wide enough to meet mixed-use trail/class I bikeway standards on both sides. This shall accommodate crossing of Shed C for trail users at the roadway crossings.

*Note: The design of the roadway bridge crossings will be reviewed and approved by the City as part of future Improvement Plan submittals.*

5. Staff and Applicant shall coordinate improvements with all adjacent and future developments to ensure trail and bikeway connectivity is maintained. Prevent conflicting or misaligned trail connections.

*Comment noted. This coordination is ongoing.*

6. Encourage construction of homes with open-view fencing along main parkway corridors not adjacent to roadways.

*Note: Fencing standards will be included in the forthcoming Landscape Planning Prototype Manual and the Project has been conditioned to comply with this document.*

### *Drainage*

The Shed C Channel (Channel) is located on the southern property line of the Project site. The Channel is the conveyance facility for stormwater drainage through the plan area. It will take flows from the various detention basins and convey them out of the plan area. The Project includes two detention basins located adjacent to the Channel. These basins are independent of the other areas of SEPA. The Applicant is conditioned to build their basins and the Channel improvements from Lotz Parkway to Big Horn Boulevard to support the Project. These improvements will have secondary benefits to adjacent areas of SEPA.

### *Transit Corridor*

A transit corridor is located along the east side of Big Horn Boulevard and north side of Bilby Road to accommodate the future light rail extension of

Sacramento Regional Transit's Blue Line. In advance of construction of the transit facility, the corridor will be landscaped to the satisfaction of the City. Upon development of the transit system, the corridor will be designed consistent with the requirements of the SPA.

### *Tertiary Treated Water*

The Project includes a condition of approval which requires the Applicant to 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 multi-family landscape irrigation throughout the subdivision. City staff has coordinated this requirement with the Sacramento Regional Sanitation District (Regional San), who is responsible for production of treated water to serve the system. While Regional San does not have sufficient capacity to supply treated water today, the Echo Water Project, which will treat all effluent to tertiary standards by 2023, will provide the necessary water. City staff is coordinating with Regional San and Sacramento County Water Agency (the service provider tasked with delivery of water) on the necessary improvements to connect SEPA to the Regional San Water.

### *Williamson Act*

The Souza Dairy property (APN: 123-0320-006) is made up of two parcels: Parcel A and Parcel B. A Williamson Act Contract (Contract #74-AP-043) was recorded on Parcel A in 1974; Parcel B was never encumbered by a Williamson Act Contract. The Williamson Act provides for the voluntary enrollment of land under restrictive use contracts between landowners and local governments with incentives to encourage the retention of agricultural uses of land. A Notice of Non-Renewal for the contract on Parcel A was executed by the City in 2002. Therefore, the Williamson Act Contract expired on February 18, 2013.

It appears from the Assessor's records that an escalation of billing did not occur; therefore the Owner will likely be receiving a bill in arrears from the Assessor's office to reflect payment of the current day tax rate on the property.

## **Development Agreement**

The Project includes a Development Agreement (DA) between the City of Elk Grove and the Applicant (Attachment 1, Exhibit A)). The original intent of the DA was to provide a mechanism for the recordation of the Large Lot Tentative Subdivision Map without surety for certain improvements because the Developer will be restricted under the DA from any building until such time as security is provided or improvements are constructed. Under the Subdivision Map Act (Section 66462) and EGMC Section 22.30.005, public improvements are required at the time of final map, or after if secured through an agreement with security. In this case, the public improvements will not be required by the City until such time as building (e.g., recordation of the small lot map) moves forward on the site. The DA is a mechanism for delaying the improvements until they are required as part of the small lot map. The DA will also ensure the complete construction of Phase 1 Shed C improvements from Lotz Parkway to Big Horn Boulevard.

The components of the DA include but are not limited to the following:

- Provide a 10-year term for the Large Lot Tentative Map (as modified by the Planning Commission);
- Restrict subsequent development of the Large Lot Tentative Map until completion of improvements or surety is provided;
- Provide a 10-year term for the Small Lot Tentative Map from the date of recordation of the Large Lot Map (as modified by the Planning Commission);
- Vest applicable fees for a period of 10-years from the effective date of the DA; and
- Vest development standards only in regards to the City's inability to eliminate an established land use designation for a period of 10-years from the effective date of the DA.

The proposed DA does not require the Applicant to build any specific development or improvement by any specific date; only if the Applicant pursues the Project through the recordation of Final Maps and the development of individual lots are they required to complete the required improvements. As currently drafted, the Applicant could potentially build all residential properties and never develop the Village Center, Mixed-Use, or



Office parcels; however, the revisions recommended by the Planning Commission require the Applicant to construct Bilby Road (minimum one travel lane in each direction) and all accompanying infrastructure (e.g., water, sewer, drainage, electrical, telecommunication) from Big Horn Boulevard to the Shed C Channel, and construct the culvert over Shed C, prior to the issuance other the 501<sup>st</sup> single family residential building permit within the Project. This will ensure delivery of infrastructure to the employment-oriented development parcels within SEPA prior to issuance of the Project's 501<sup>st</sup> single family residential building permit. The DA also prohibits Council-initiated building moratoriums during the life of the DA for all properties within the Souza Dairy Project site.

Note, staff has made some formatting and text corrections from the version presented to the Planning Commission. These changes do not alter the meaning of the agreement as presented to and recommended by the Commission. Specific locations of the changes are Sections 1.1 and 1.2 (reformatting) and Section 3(d) (language addition to clarify a 10 year restriction on new impact fees).

### *Term*

The DA presented to the Planning Commission provided a 20-year period to record the Large Lot Subdivision Map and a corresponding 20-year period (from date of Large Lot recordation) to record the Small Lot Subdivision Map; giving a potential 40-year combined timeframe to record the maps and implement the conditions of approval. After reviewing this language, the Commission identified a concern that this may provide the Applicant with too much time to complete the Project and, as a result, development and corresponding improvements that benefit the adjoining employment areas could be delayed.

Therefore, the Commission recommended that this provision be modified to ten years and ten years, respectively. This gives the applicant a potential 20-year combined timeframe to record the maps. That said, there is no specific term stated under the DA as the restriction on subsequent development of the Large Lots must remain until the necessary improvements are either constructed or surety is provided.

The Applicant requested at the Planning Commission hearing that the term of the maps be defined as 20-years and 20-years respectively, as originally draft, but that a restriction be added that the combined term not exceed 20 years. Their intent was to achieve the same 20-year window requested of the Commission while still retaining flexibility in the ultimate timing of the recordation of either map. The Commission did not support this request.

### *Fees*

The proposed DA would restrict applicable fees for a period of 10 years from the effective date of the DA. Fee increases to existing fees will be allowed and applicable. For example, fee increases that are based on an escalator such as the consumer price index or addition of public projects in the program would be passed on to the Developer. Any new fees (with the exception of the forthcoming SEPA Cost Recovery, SEPA Drainage, and SEPA Parks and Trails fees, as well as the I-5 Sub-Regional Corridor Mitigation Fee) adopted by the City Council would not apply to the Souza Dairy Project site.

### *Development Standards*

The City Council would not be able to eliminate an allowed use for 10 years. For example, if the Council desired to restrict a use such as “alcohol sales” that was currently allowed in the allowed use table of the SEPA SPA, the new regulations would not apply to the Souza Dairy Project site for 10 years. This restriction would not apply to other development standards, such as setbacks or height limits.

### **Applicant Requests since Planning Commission Hearing**

Following the Planning Commission hearing, staff met with the Applicant to review the Commission’s directed changes. During the course of that conversation, the Application identified a number of items they desired to have clarified or modified. These requests are provided in Attachment 3 and are generally categorized in two ways – changes that are minor, maintaining the intent of the Planning Commission draft but that clarify an issue or topic; and more major changes that are a policy consideration for the Council. This latter category is summarized and analyzed below.

**Table 2: Applicant’s Requested Changes to the Development Agreement**

Item #	Description	Staff Analysis
1	Revise the term of the maps so each is valid for 20 years, but cumulatively they may not exceed 20 years.(Exhibit 3, Page 5, Section 3)	<p>While different from the Planning Commission’s direction, this approach provides the same cumulative time as the current draft. However, it removes the “sense of urgency” that the Planning Commission was hoping to accomplish in the language in exchange for more flexibility for the Applicant. This change recognizes the variability of the marketplace.</p> <p>As the Council is aware, large, master planned projects take considerable time to build out. By example, the East Elk Grove Specific Plan was approved by Sacramento County in the 1990s and portions of its development area remain incomplete.</p>

Item #	Description	Staff Analysis
2	Full vested rights; Subsequently adopted rules. (Exhibit 3, Pages 6 through 9, Section 4)	<p>The Applicant is requesting full vested right to not only the tentative maps but also to all development regulations and allowed uses for a period of 10 years from the Effective Date.</p> <p>The Planning Commission considered and rejected this request at their public hearing in July. Further, this change would limit the Council's ability to apply potential changes to the development standards in SEPA to the Project for the foreseeable future.</p> <p>However, this change does include a process allowing the Applicant (or an individual successor) to apply a subsequently adopted rule during the 10-year period. If full vesting is provided, this provision should be included.</p>
3	Interjection of "reasonable" in several places. (various locations)	<p>The Applicant has requested that in several places where items are to be at the City's satisfaction that the term "reasonable" be added. In interpreting the DA, a reasonableness standard would likely be implied to many of the DA's terms, even if not expressly so set forth. Therefore, this addition is acceptable to staff.</p>

<b>Item #</b>	<b>Description</b>	<b>Staff Analysis</b>
4	Assignment process and Transfer Agreements (Exhibit 3, Page 16-17, Section 15)	This revision is supported by staff. It provides a clearer process to transfer the rights and responsibilities of the Applicant to third parties, with the City's approval. This change is important given the added responsibilities placed on the Applicant in the construction of the improvements that benefit the South Business Park.

## **ENVIRONMENTAL ANALYSIS:**

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

The Project is 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). 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 Environmental Impact Report (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.

### **FISCAL IMPACT ANALYSIS:**

The approval of the Project, including the Development Agreement, does not have an immediate, direct fiscal impact on the City. Project development and operational costs will be the responsibility of the Applicant. The Project has been conditioned to annex into various special assessment districts to ensure its fair-share payment towards the provision of various public services, including street, lighting, landscaping, drainage, and parks and trails maintenance, as well as police and fire services.

The construction of new development infrastructure is typically financed through a combination of development impact fee programs (paid by developers) and direct developer funding. Through the Development Agreement, the Applicant has retained a right to establish a Mello-Roos Community Facilities District (CFD) as a mechanism to established land-secured financing for various improvements. Should the Applicant decide to pursue the establishment of a CFD, subsequent City Council action will be required.

### **ATTACHMENTS:**

1. Resolution – Tentative Maps
  - A. Project Description
  - B. Project Exhibits
  - C. Conditions of Approval for the Large Lot Tentative Subdivision Map
  - D. Conditions of Approval for the Small Lot Tentative Subdivision Map



2. Ordinance – Development Agreement
  - A. Draft Development Agreement
3. Applicant Request Letter (August 5, 2015)
4. Other Public Correspondence

**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:

APPROVED AS TO FORM:

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JASON LINDGREN, CITY CLERK

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JONATHAN P. HOBBS,  
CITY ATTORNEY



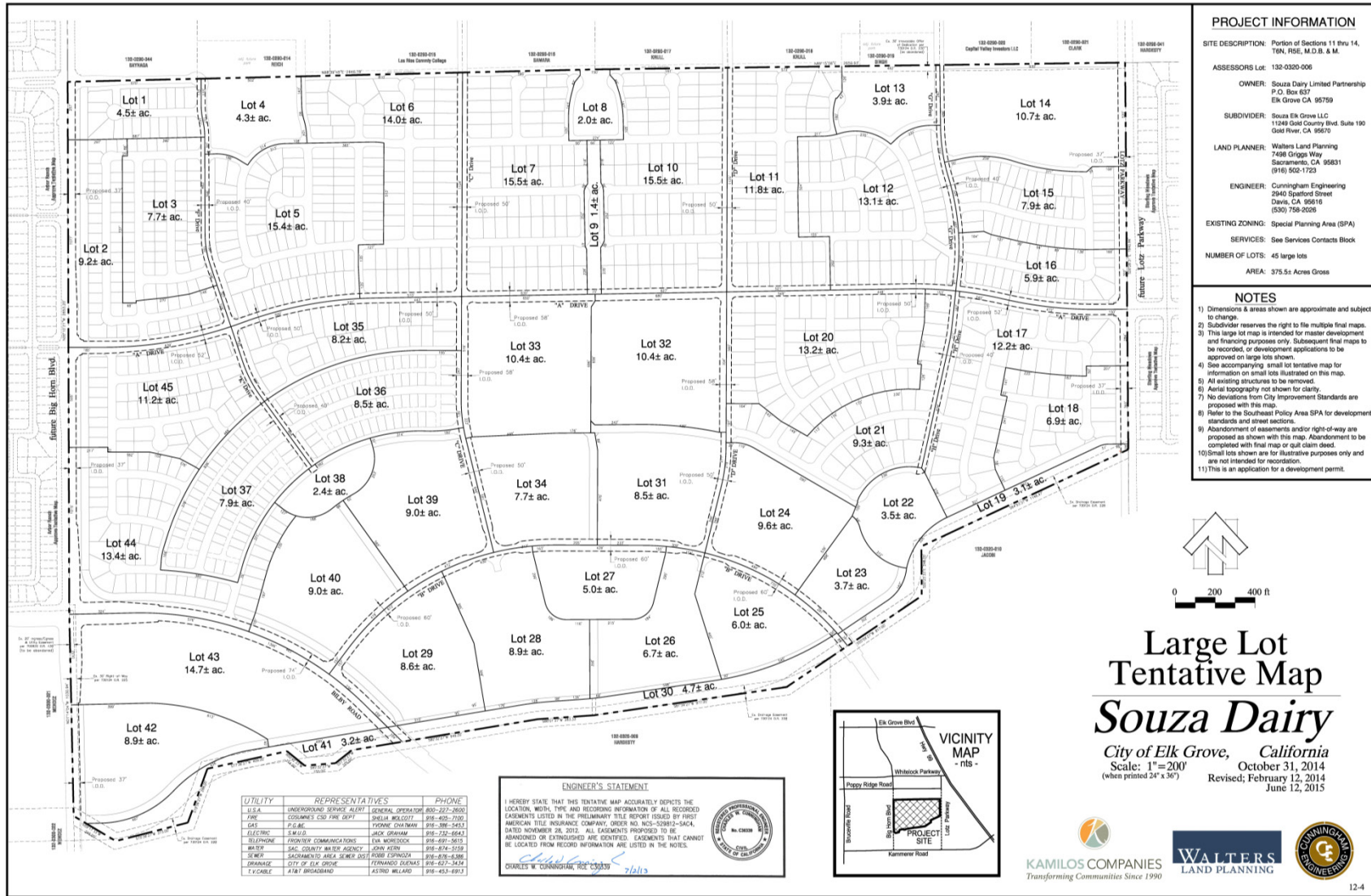
**Exhibit A**  
**Souza Dairy (EG-13-030)**  
**Project Description**

**PROJECT DESCRIPTION**

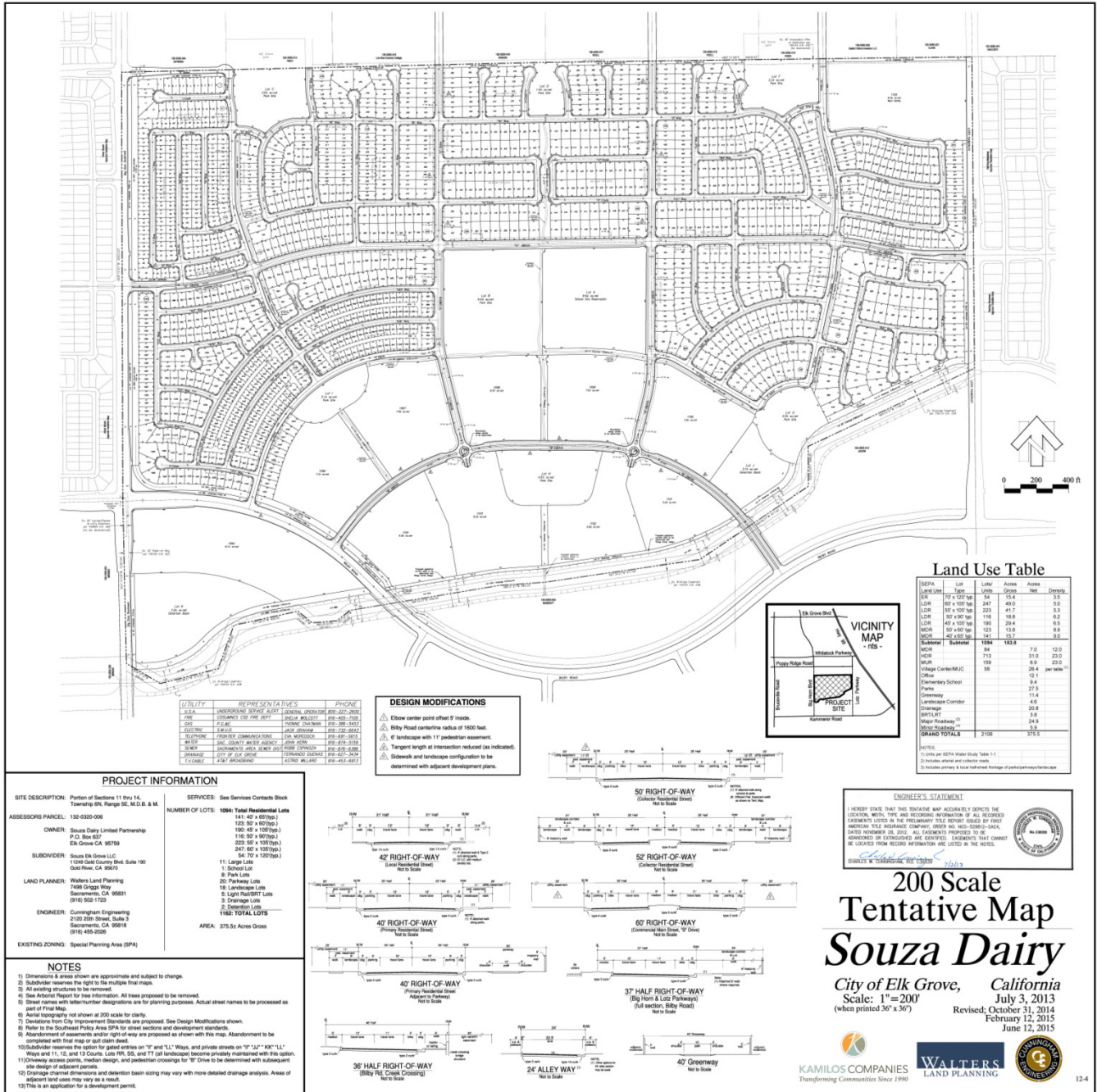
The Project includes a **Large Lot Subdivision Tentative Map** to create a total of 45 large area lots. The Project also includes a **Small Lot Tentative Subdivision Map**, which will create a total of 1,162 lots, consisting of 1,094 residential lots at varying density, 11 large lots for future high 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



UTILITY	REPRESENTATIVE'S PHONE
U.S.A. INSURANCE SERVICE GROUP (GENERAL AGENTS)	909-272-2000
CONTRACTOR FOR FIRE DEPT	916-488-7200
P.S.A.C.	916-488-7200
ELECTRIC	916-488-7200
TELEPHONE	916-488-7200
WATER	916-488-7200
SEWER	916-488-7200
DRAINAGE	916-488-7200
LANDSCAPE	916-488-7200

**DESIGN MODIFICATIONS**

- △ Elbow center point offset 5' inside.
- △ Billy Road centerline radius of 1600 feet.
- △ Landscape with 11' pedestrian easement.
- △ Tangent length at intersection reduced (as indicated).
- △ Sidewalk and landscape configuration to be determined with adjacent development plans.

**Land Use Table**

SEPA Use	Lot	Area	Acres	Density
LER	70' x 100' sq	34	15.4	3.5
LOR	80' x 100' sq	247	49.0	3.5
LDR	80' x 100' sq	233	41.7	3.5
MCR	80' x 100' sq	116	18.8	6.2
MOR	40' x 100' sq	195	20.4	6.5
MCR	80' x 100' sq	23	3.1	6.5
MOR	40' x 100' sq	141	18.3	6.5
<b>Total</b>		<b>1044</b>	<b>183.8</b>	
MOR	84	7.0	12.0	
MOR	113	31.3	23.0	
MUR	119	6.9	23.0	
Highway Corridor	38	26.4	per mile <sup>2</sup>	
Elementary School		12.1		
Office		9.4		
Plaza		27.5		
Greenway		11.4		
Landscape Corridor		4.6		
Drainage		20.3		
BRISLETT		3.8		
Highway		24.9		
Highway		8.9		
<b>GRAND TOTALS</b>		<b>2708</b>	<b>375.5</b>	



**PROJECT INFORMATION**

**SITE DESCRIPTION:** Portion of Sections 11 thru 14, Township 9N, Range 5E, M.D.B. & M.

**ASSESSORS PARCEL:** 132-0329-000

**OWNER:** Souza Dairy Limited Partnership, P.O. Box 637, Elk Grove, CA 95759

**SUBDIVIDER:** Souza DA Group LLC, 11089 Lake County Blvd, Suite 190, Oak Park, CA 95075

**LAND PLANNER:** Walters Land Planning, 7498 Griggs Way, Sacramento, CA 95831, (916) 502-1723

**ENGINEER:** Cunningham Engineering, 2120 20th Street, Suite 3, Sacramento, CA 95818, (916) 455-5028

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

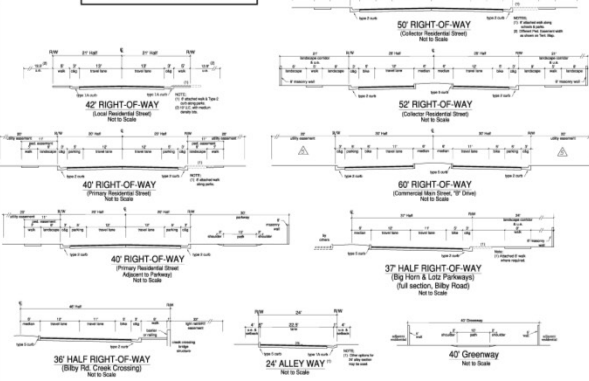
**SERVICES:** See Services Contacts Block

**NUMBER OF LOTS:** 1094: Total Residential Lots

- 141: 40' x 90'(Typ.)
- 129: 50' x 90'(Typ.)
- 190: 60' x 90'(Typ.)
- 116: 80' x 90'(Typ.)
- 229: 80' x 100'(Typ.)
- 247: 80' x 100'(Typ.)
- 54: 80' x 120'(Typ.)

11: Large Lots  
3: Park Lots  
8: Park Lots  
20: Parkway Lots  
16: Landscape Lots  
5: Light Rail/RTT Lots  
3: Drainage Lots  
2: Driveway Lots  
1162: TOTAL LOTS

**AREA:** 375.55 Acres Gross



**ENGINEER'S STATEMENT**

I HEREBY STATE THAT THIS TENTATIVE MAP ACCURATELY DEPICTS THE LOCATION, WITH THE USE RECORDS INFORMATION OF ALL RECORDED AGREEMENTS LISTED IN THE PRELIMINARY TITLE REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, GREENSBORO, NORTH CAROLINA, DATED NOVEMBER 20, 2015. ALL AGREEMENTS PROVIDED BY THE ABANDONED OR EXTINGUISHED ARE IDENTIFIED, EXCEPTED THAT CANNOT BE LOCATED FROM RECORD INFORMATION ARE LISTED IN THE NOTES.

*Charles W. Cunningham*  
Charles W. Cunningham, P.E. 12/15/14

**200 Scale Tentative Map Souza Dairy**

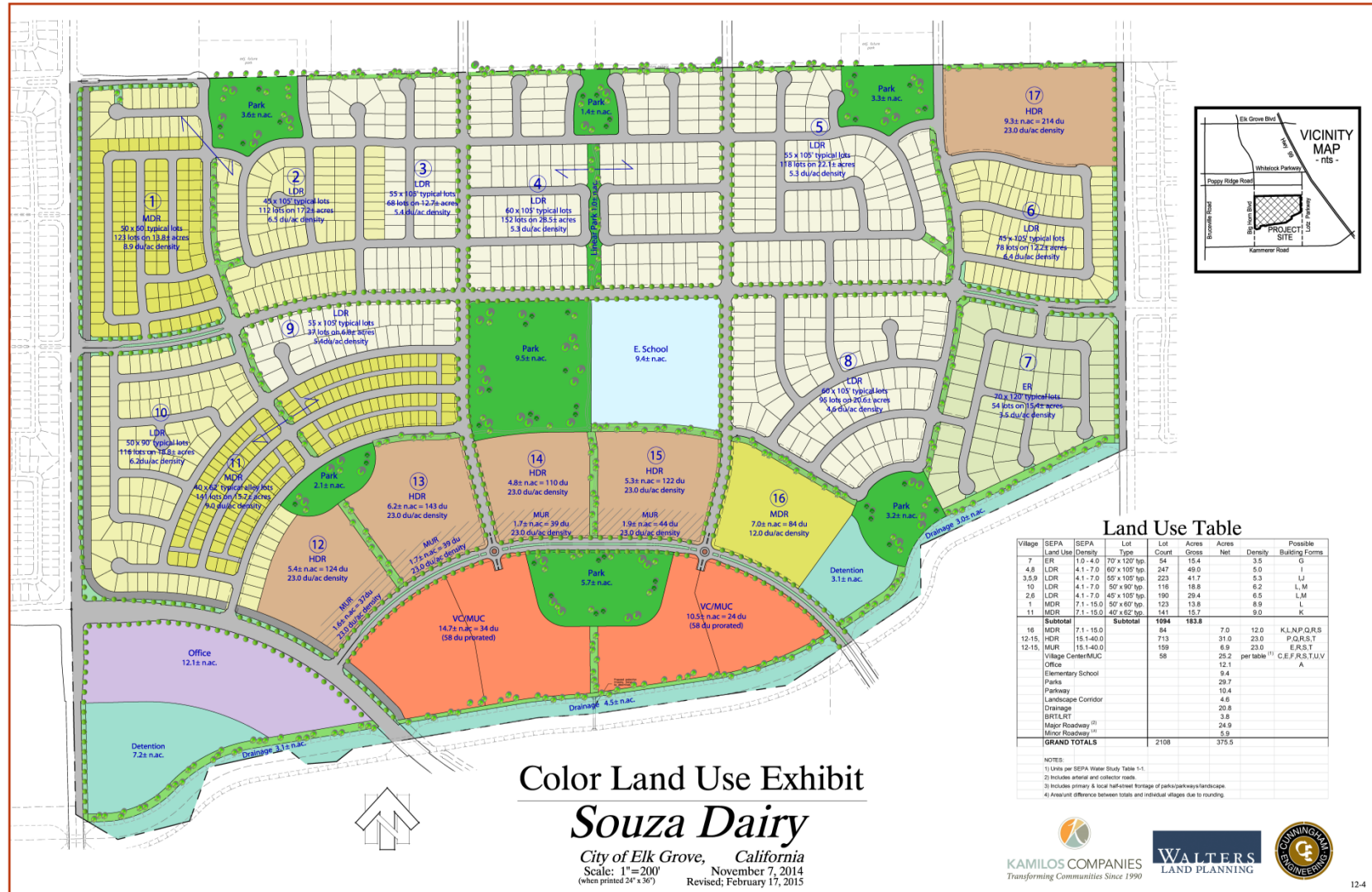
City of Elk Grove, California  
Scale: 1"=200'  
(when printed 36" x 36")

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



**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

<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>
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, 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 parcel 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)  
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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
20.	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> .	Large Lot Final Map	Finance	
21.	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>	Large Lot Final Map	Finance	
22.	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>	Large Lot Final Map	Finance	

Exhibit C  
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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 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.	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.  The Applicant may satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement and posting adequate security in accordance with City policy.  This condition may be subject to any provisions regarding timing and delivery contained in a valid Development Agreement.	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  
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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
27.	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 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.	Large Lot Final Map	Public Works EGUSD	
28.	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.  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.	Large Lot Final Map	Public Works	

Exhibit C  
 SOUZA DAIRY (EG- 13-030)  
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	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
29.	<p>The Applicant shall record a reciprocal access and parking agreement between the following Lots including but not limited to common area ownership, maintenance, joint vehicular and pedestrian access and parking as applicable to the satisfaction of Public Works.</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> <p>The covenant agreement may be narrowed or otherwise refined as part of subsequent development of the subject properties at the discretion of the designated approving authority for the proposed development. Ultimately, each lot shall be responsible for its parking obligation pursuant to City standards and any applicable deviations or reductions approved by the City.</p>	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	

##

**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)  
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	<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	

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 SOUZA DAIRY (EG- 13-030)  
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<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.	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.	On-Going	Planning	
10.	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.	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/Grading Plans	EMD	

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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
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	

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<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	

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<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.	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 shall not be allowed and intervening parcel contiguous to the service area shall require annexation prior to or concurrently with these subject parcels.	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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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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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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 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>Prior to or In Conjunction with Small Lot Final Map Submittal or Approval</b>				
33.	<p>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	

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>
34.	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> .	Small Lot Final Map	Finance	
35.	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>	Small Lot Final Map	Finance	
36.	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 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>	Small Lot Final Map	Finance	

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>
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	

Exhibit D  
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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>
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 within 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	

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>
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	

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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>
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	

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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>
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	



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>
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	

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<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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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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<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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<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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	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
65.	<p>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>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> <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 SASD	

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<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	



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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 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.	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>The Applicant shall record a reciprocal access and parking agreement between the following Lots including but not limited to common area ownership, maintenance, joint vehicular and pedestrian access and parking as applicable to the satisfaction of Public Works.</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> <p>The covenant agreement may be narrowed or otherwise refined as part of subsequent development of the subject properties at the discretion of the designated approving authority for the proposed development. Ultimately, each lot shall be responsible for its parking obligation pursuant to City standards and any applicable deviations or reductions approved by the City.</p>	Small Lot Final Map	Public Works	
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	

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<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
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	

##

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
FINDING THE DEVELOPMENT AGREEMENT EXEMPT FROM CEQA AND  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ELK  
GROVE, SOUZA ELK GROVE, LLC, AND SOUZA DAIRY LIMITED PARTNERSHIP  
FOR THE SOUZA DAIRY PROJECT  
(EG-13-030)**

**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**, 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 Development Agreement with Souza Elk Grove, LLC and the Souza Dairy Limited Partnership for the Project known as The Souza Dairy (EG-13-030).

Section 2: Findings

This Ordinance is adopted based upon the following findings:

**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.

### **Development Agreement**

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

Evidence: The proposed Development Agreement is consistent with the General Plan as the General Plan designates the subject property as the Southeast Policy Area Community Plan area and the proposed Project is consistent with the adopted Land Use Plan for the Southeast Policy Area. The Development Agreement would allow the Project site to development consistent with the Southeast Policy Area Strategic Plan. The Proposed Development Agreement would provide a mechanism for the recordation of the Large Lot Tentative Subdivision Map without surety for certain improvement because the Developer will be restricted from any building until such time as security is provided or improvements are constructed. Under the Subdivision Map Act Section 66462 and EGMC Section 22.30.005, public improvements are required at the time of final map or after if secured through an agreement with security. In this case the public improvements won't be required by the City until such time as building moves forward on the site. The DA is a mechanism for delaying the improvements until they are required. The DA will also ensure the complete construction of Phase 1 Shed C improvements from Lotz Parkway to Big Horn Boulevard. As such, the DA is consistent with General Plan Policy ED-7, which requires the City to maximize the use of non-residential land for employment generating and revenue generating uses by improving Elk Grove's jobs/housing ration as well as supporting efforts to provide a supply of land ready for the development of buildings.

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: The Project is in conformity with public convenience, general welfare and good land use practices because the consistent with the Southeast Policy Area Strategic plan, the Developer proposes to develop the Project site with office, commercial, and educational job opportunities within the Project site combined with a broad range of housing opportunities at a variety of densities and price points in close proximity to employment opportunities. The Project also includes a Village Center mixed use residential/retail/commercial complex anticipated to provide services to the Project site and to adjacent properties. The Project will also provide major public infrastructure, including sanitary sewer, storm drainage, domestic water, and arterial roads from existing locations along the Project site and to the adjacent employment lands to the south and west of the Project site. The Project will also provide 4.5 miles of off-street trails and open-space corridors linking all public parks together. The Project includes a transit corridor along Big Horn Boulevard and Bilby Road to accommodate a future light rail extension of Sacramento Regional Transit's Blue Line. The Development Agreement is necessary in order to obtain the major investment necessary to develop the Project. Absent approval of the Development Agreement, the City would not obtain the benefits of the Project to the community. The Development Agreement will establish land use regulations for a reasonable period to allow project build out in accordance with the approved entitlements for development, and to ensure a cohesive development. The Project will also create indirect economic benefits and serve as a catalyst for additional employment development activity as a result of completed infrastructure. Thus, in accordance with land use practices, the Project will promote a better balance of employment, services and housing, and improve the mix of uses in the community.

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

Evidence: Approval of the Project will result in the development of a large portion the Southeast Policy Area and the provision of urban levels of public infrastructure and services to areas within the City. Thus, the uses proposed by the Project are consistent with those envisioned for the area in the General Plan. The Project will contribute to a balance of land uses within the City by providing a diversity of necessary services that respond to the needs of the surrounding community and the region. The Project will be compatible with and preserve (or even increase) the property values of the predominantly residential development proposed or otherwise approved for surrounding areas, by providing necessary and desirable services nearby. The Project, as designed, will be a cohesive,

planned multi-use development, and will provide a visually pleasing, safe and attractive gathering place that will encourage community identity. The Project will provide the necessary infrastructure, including sewer, water, and roadways, to serve the Project. As a result, the Project will not adversely affect the orderly development of property, and property values will be preserved or increased.

### Section 3: Action

The City Council hereby approves the Development Agreement between the City of Elk Grove and Souza Elk Grove, LLC and the Souza Dairy Limited Partnership for the Project known as The Souza Dairy (EG-13-030), in substantially the form attached hereto as Exhibit A and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City.

### 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).

INTRODUCED: August 12, 2015  
ADOPTED:  
EFFECTIVE:

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GARY DAVIS, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

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JASON LINDGREN, CITY CLERK

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JONATHAN P. HOBBS,  
CITY ATTORNEY

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

**EXHIBIT A**

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

Souza Elk Grove  
11249 Gold Country Blvd. Suite 190  
Gold River, CA 95670  
Attn: Gerry N. Kamilos

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**DEVELOPMENT AGREEMENT**  
**BETWEEN THE**  
**CITY OF ELK GROVE**  
**AND**  
**SOUZA ELK GROVE, LLC**

## DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is entered into by the City of Elk Grove (“**City**”), Souza Dairy Limited Partnership (“**Owner**”), and Souza Elk Grove, LLC (“**Developer**”), a California limited liability corporation. City, Owner, and Developer each may be referred to herein as a “**Party**” and together 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 all 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. Developer owns approximately 376 acres of land within the Southeast Policy Area, currently known as the Souza Property (the “**Property**”), as more particularly described in Exhibit 1 hereto. 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.

C. Consistent with the Community Plan and SPA, Developer proposes 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 Over 4.5 miles of 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.

These proposed land uses and development intents, together with the Project major infrastructure and portions of the SEPA Major Infrastructure extensions, generally comprise the Souza Dairy Project (the "Project").

D. City wishes to obtain commitments from Developer 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.

E. As consideration for providing such commitments to City, Developer wishes to obtain certain vested rights as specifically laid out within the Agreement, and to receive other City commitments and assurances regarding Developer's right and ability to develop the Project on the Property, as set forth herein.

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

NOW, THEREFORE, the Parties agree as follows:

### **TERMS AND CONDITIONS**

#### 1. Definitions

1.1. "Adopting Ordinance" is the ordinance of the City Council approving this Agreement, as adopted on [REDACTED], 2015 by City Ordinance No. [REDACTED]-2015.

1.2. "Agreement" has the meaning set forth in the Preamble.

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

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

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

1.6. "City Council" shall mean the City Council of the City of Elk Grove and its designees.

1.7. "Developer" means Souza Elk Grove, LLC or any Successor.

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

1.9. "Effective Date" means that day which is thirty (30) days following the date that the City Council adopts the Adopting Ordinance, unless the Adopting Ordinance becomes subject to a qualified referendum, in which case the Effective Date shall be the day after the referendum election, if the Adopting Ordinance is approved by a majority of the

voters. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the City.

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

1.11. "Existing Land Use Regulations" means the City of Elk Grove General Plan, the City of Elk Grove Southeast Policy Area Community Plan and Special Planning Area, any applicable specific plans, and the Elk Grove zoning ordinance, all as they exist as of the Effective Date.

1.12. "Large Lot Final Subdivision Map" means a Final Subdivision Map that substantially conforms to the Souza Dairy Large Lot Tentative Subdivision Map, as determined by the City, and has been approved by the City Council Resolution No. 2015-\_\_\_\_\_.

1.13. "Large Lot Tentative Subdivision Map" means that certain Souza Dairy Large Lot Tentative Subdivision Map (EG-13-030) adopted by City Council Resolution No. 2015-\_\_\_\_\_.

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

1.15. "Project" has the meaning set forth in Recital C.

1.16. "Project Approvals" shall mean the following land use approvals, all of which were approved on or before \_\_\_\_\_, 2015, which govern development of the Property:

1.16.1. The Large Lot Tentative Subdivision Map as defined by Section 1.13

1.16.2. The Small Lot Tentative Subdivision Map as defined by Section 1.21.

1.17. "Project Major Infrastructure" shall mean 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.

1.18. "This Agreement", as adopted by the Adopting Ordinance.

1.19. "SEPA Major Infrastructure" shall mean 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 as more particularly described in Exhibit 3.

1.20. "Small Lot Final Subdivision Map" means a Final Subdivision Map that substantially conforms to the Souza Dairy Small Lot Tentative Subdivision Map, and has been

approved by City Council.

1.21. "Small Lot Tentative Subdivision Map" means the Souza Dairy Small Lot Tentative Subdivision Map (EG-13-030) adopted by City Council Resolution No. 2015-\_\_\_\_.

1.22. "SPA" means the Southeast Policy Area Special Planning Area zoning regulations, as initially adopted on July 9, 2014 by City Ordinance No. 16-2014 and any subsequent amendments.

1.23. "Property" is that certain real property consisting of approximately 376 acres in the City of Elk Grove, and as more particularly described in Exhibit 1 hereto. The term "Property" may include all or any part of the Property, depending on the context.

1.24. "Successor" is any assignee approved by the City pursuant to Section 15 (i.e., any recognized successor-in-interest under this Agreement), and all subsequent assignees approved by the City pursuant to Section 15.1.4.

1.25. "Subdivision Map Act" means Government Code § 66410 et seq.

1.26. "Subsequent Approval" means any and all land use, environmental, building and development approvals, entitlements and permits granted by City after the Effective Date to develop and operate the Project on the Property, including but not limited to amendments and modifications to any Project Approvals; boundary changes; tentative and final subdivision maps, parcel maps and lot line adjustments; subdivision improvement agreements; development review; site plan review; conditional use permits; design review; building permits; grading permits; encroachment permits; certificates of occupancy; formation of financing districts or other financing mechanisms; and any amendments thereto (administrative or otherwise).

1.27. "Vested Right" is a right to proceed with the development of the Project in accordance with the terms and scope of the Project Approvals and as limited under Section 4 of this Agreement.

## 2. Representations, Warranties and Acknowledgments

2.1. Title to Property. Developer represents and warrants that as of the Effective Date, Developer holds a legal or equitable interest in and to the Property.

2.2. 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.

2.3. 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 the City in accordance with Section 14.1.

2.4. 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.

3. Term and Termination

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

a) The Large Lot Tentative Subdivision Map shall be valid for not more than 10 years from the Effective Date of this Agreement.

b) The restriction on further development of the lots created by the recordation of the Large Lot Final Map(s) 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 Small Lot Tentative Subdivision Map shall be valid for not more than 10 years from the date of the recordation of the underlying portion of the Large Lot Final Map.

d) 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 only be valid for a term not exceeding ten (10) years from the Effective Date of this Agreement. However, this excludes any and all updates to existing fees which are valid at any time.

e) The Parties hereby acknowledge and agree that the terms of this Agreement may vary with respect to different portions of the Small Lot Tentative Subdivision Map, depending upon the recording date for the underlying portion of the Large Lot Final Map.

Should the Developer be found in breach of this Agreement all Vesting Rights listed above excluding subsection (b) which shall remain in effect until such time as all of the requirements of Section 6 are all fulfilled shall terminate and be of no further force and effect.

3.1. 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 the 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 Developer to a bona-fide, good-faith purchaser. In connection with its issuance of a final inspection for such lot, the City shall confirm that all improvements which are required to serve the lot have been completed and dedicated to and accepted by the City, and all applicable fees have been paid by 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.

3.2. Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of the Parties. Any fees paid or improvements dedicated to the City prior to the effective date of termination shall be retained by the City.

3.3. Effect of Termination. Termination of this Agreement, whether by mutual written consent as provided in Section 3.2, default as provided in Section 13, or by expiration of its own

accord, shall not: (1) affect any obligation under this Agreement owed by one party to the other 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 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.

3.4. Upon termination of this Agreement, whether by mutual written consent as provided in Section 3.2, default as provided in Section 13, 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.

#### 4. Project Approvals and Vested Rights

4.1. Subsequent Approvals. The Parties acknowledge that to develop the Project on the Property, Developer will need to obtain City approval of various Subsequent Approvals, which may include without limitation final subdivision maps, use permits, design reviews, building permits, grading permits, improvement plans, encroachment permits and certificates of occupancy. 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 the 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.

4.1.1. 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.

4.1.2. Parkland Requirements. City hereby acknowledges and agrees that the Project inclusive of future parkland obligations as part of the Village Center as described in the conditions of approval, complies with the applicable Quimby Act land dedication requirements (5.0 acres/1,000 population), and that no additional land dedications other than that conditioned as part of future development of the Village Center shall be required beyond those shown on the Project's Large Lot and Small Lot Tentative Subdivision Maps.

4.1.3. Development Plan Design Review. The areas designated as Mixed Use Village Center (MUV) and Mixed Use Residential (MUR) on the SEPA Special Planning Area Land Plan 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 subsequent development or improvement plans. The City acknowledges the MUV and MUR areas may be developed by independent owners over an extended period of time. As such, Developer and City herein agree that the Development Plan Design Review processes for the MUV and MUR areas may proceed independent of each other, consistent with the provisions of the Community Plan and the Project Approvals. The Conditions of Approval provide a process for the review and completion of this requirement.

4.2. 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.

4.2.1. For purposes of this Agreement, any Subsequently Adopted Rule shall be deemed to conflict with Developer' vested rights hereunder if it:

4.2.1.1. Seeks to limit or reduce the density of development of the Property or the Project or any part thereof.

4.2.1.2. Would change any land use designation or permitted use of the Property without the consent of Developer.

4.2.1.3. Would limit the timing or rate of the development of the Project. City hereby acknowledges and agrees that Developer shall have the right to develop the Project on the Property (or any portion thereof) in such order, 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 in Exhibit 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.

4.2.1.4. Seeks to impose on the Property or the Project any Applicable Development Impact Fees that are not in effect on the Effective Date of this Agreement, except as otherwise provided in Exhibit 2 hereto.

4.2.2. 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:

4.2.2.1. Specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date as provided in Government

Code Section 65869.5;

4.2.2.2. Specifically mandated by a court of competent jurisdiction;

4.2.2.3. 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; or

4.2.2.4. Changes to development standards set forth in the SPA and the City's zoning ordinance that do not eliminate an established land use designation for a period of ten years from the Effective date. Upon expiration of the ten year period the City Council may eliminate an established land use designation.

4.2.2.5. 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.

4.3. 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 the 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.

4.4. Meet and Confer. If Developer believes that the 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, the City shall meet and confer with Developer in a good faith effort to arrive at a mutually acceptable solution.

4.5. Referendum. Developer acknowledges that those Project Approvals which are legislative land use approvals are potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Developer 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.

4.6. Court Order or Judgment. Notwithstanding anything in this Agreement to the contrary, a vested right acquired by 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 invalidated Project approval is reversed on appeal.

5. Term of Subdivision Maps. The term or "life" of any Tentative Subdivision Maps for the Project shall be as provided in Section 3 above.

6. Large Lot Final Subdivision Map.

6.1. Developer and City acknowledge that the 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 Developer to market and sell the subdivided parcels. To further facilitate and achieve these purposes, Developer and City herein agree that:

6.1.1. No bonding, financial security or other encumbrances shall be required as conditions of approval or prior to recordation of a Large Lot Final Subdivision Map, provided the terms of this Agreement are satisfied.

6.1.2. 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.

6.1.3. 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.

6.1.4. Prior to the completion and City acceptance of the necessary public improvements ("Project Major Infrastructure" and portions of the "SEPA Major Infrastructure") necessary to serve Developer's Project ("Necessary Improvements"), or provision of security for these Necessary Improvements, to provide improved public access to the lots created by the Final Large Lot Maps, the Developer acknowledges and agrees that they are not entitled to any development rights to the property and the City shall not issue any approvals of any Small Lot Final Map or any building permits for or covering the subject Large Lot.

7. Fees, Improvements and Mitigation Measures

7.1. Development Impact Fees. Developer 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 4.2.1.4 above, and any and all provisions of this Agreement to the contrary notwithstanding, Developer shall not be required to pay any Development Impact Fees adopted by City after the Effective Date except as otherwise provided in Exhibit 2.

7.2. Credits and Reimbursements. Developer shall be eligible for reimbursement in 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 its Municipal Code Chapters 16.95 and 22.40 and all other applicable Codes and Policies for cash or credit and reimbursement, except as otherwise expressly 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 Developer be reimbursed twice (as determined by the City) for the same facility.

7.3. Project Specific Parks and Trails. Developer shall have the right, but not the obligation, to design and construct the parks and trails within Project, provided that if Developer exercises such right, it shall design and construct such parks and trails in accordance with applicable SEPA and City standards (and to the satisfaction of the City and CCSD) within time frames mandated by the City and the CCSD as may be required by the April 27, 2015 Memorandum of Understanding between the City of Elk Grove and the Cosumnes Community Services District Concerning the Development of Park and Recreation Facilities and any amendment, extension, or subsequently approved similar document. Park lands shall be dedicated by Developer as part of its standard final mapping processes.

7.4. 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.

7.5. Liens. Whenever 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.

7.6. 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.

7.7. Other Public Agencies. Nothing in this Agreement is intended to affect the authority of public agencies other than the City to impose dedication or improvement conditions or fees on development of the Property.

7.8. City Engineer. All improvements and work performed by Developer in connection with the Project shall be to the satisfaction of either the City Engineer or Public Works Director or Development Services Director, or their designee, for all improvements and work.

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

8.1. 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.

8.2. 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.

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

9.1. Formation. Developer may petition for the formation of one or more community facilities districts (New CFD(s)) for the purpose of financing the acquisition or construction of any Project Major Infrastructure required by this Agreement, and/or for the 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.

9.2. Costs - Formation. Developer shall be solely responsible for the costs of forming and establishing any CFD's, 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.

9.3. Costs – Construction. Developer acknowledges 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 7.3.

9.4. 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 an amount equal to its proportionate share of costs for the improvements to be financed by the CFD, or any portion thereof, prior to the issuance of bonds.

9.5. Acquisition and Payment. Provisions for the acquisition of completed New CFD improvements or completed portions thereof, and for payment from CFD bond or special tax proceeds of appropriate amounts for such improvements to the person or entity constructing them, provided Developer shall prior to construction enter into an Acquisition Agreement with the City and the City shall be obligated only to use CFD bond or special tax proceeds for such acquisitions.

10. Formation of New Assessment Districts (New AD)

10.1. 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.

10.2. Costs - Formation. Developer shall be solely responsible for the costs of forming and establishing any New AD's. 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.

10.3. Costs – Maintenance. Developer acknowledges 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. It is anticipated that Developer shall be placed in Community Facilities District 2006-1 and an appropriate subset zone has yet to be determined by City staff. Developer may provide any input it deems appropriate to the City to assist the City

in its determination as to the correct zone 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 Developer is also conditioned to participate in Stormwater Drainage Fee Zone 2, Police Services 2003-2, and Street Maintenance.

10.4. Cost of Maintenance Obligations. Developer acknowledges 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.

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

11.1. Formation. Developer may cause to be established or shall cause to be established where required by law a Homeowners' and/or a Business Owners' Association(s) or other non-governmental entity, to the 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.

11.2. Bylaws and CC&R's. The City shall have the right but not the obligation to approve and enforce all bylaws for any Homeowners' and/or Business Owners' Association(s) 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.

12. Amendments to this Agreement

12.1. 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.

12.2. 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 other Project Approvals shall not require amendment of this Agreement.

13. Default

13.1. 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 the other party is in default shall be referred to as the "Complaining Party" and the other party shall be referred to as the "Defaulting Party.")

13.2. 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.

13.3. Cure. The Defaulting Party shall have thirty (30) days from the receipt of notice

to cure the default. If the default cannot be reasonably cured within such time, the default cure 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.

13.4. 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.

13.5. Waiver of Damages. Developer acknowledges 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. Developer therefore waives 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 Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for monetary damages against the City in this regard. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for monetary damages from Developer, and that therefore, Developer hereby waives any and all claims for monetary damages against the City for breach of this Agreement. Nothing in this section is intended to nor does it limit Developer's or the City's rights to equitable remedies as permitted by law, such as injunctive and/or declaratory relief, provided that Developer waives any claims to monetary damages in conjunction with any such requested relief.

13.6. Rescission. In the event Developer believes 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 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.

14. Insurance and Indemnity

14.1. Indemnification, Defense and Hold Harmless. Developer 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 Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project), or

Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective Law; provided, however, that Developer 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.

14.1.1. 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 Developer. In the event of such tender, Developer shall indemnify the City, against any and all fees and costs arising out of the defense of such Third Party Challenge. Developer shall be entitled to direct the defense such Third Party Challenge, provided the City's consent shall be required for any settlement.

14.1.2. If Developer 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 Developer of its indemnification obligations for such Third Party Challenge.

14.2. Required Policies. Developer 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 Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for their respective employees.

14.3. Policy Requirements. The aforesaid required policies shall: (1) contain an additional insured endorsement naming the City, their 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.

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

15. Binding Effect on Successors

15.1. Assignment.

15.1.1. Developer shall provide the City Manager notice of any sale, transfer, or assignment of all or any portion of the Property 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 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 the Agreement. Upon issuance by the City Manager of written consent of such sale, assignment or transfer, 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 Developer for purposes of this Agreement with respect to such conveyed property.

15.1.2. 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.

15.1.3. Any attempt to assign any rights under this Agreement without the written consent of the City Manager as provided in this Section 15 shall be void and constitute a default under this Agreement.

15.1.4. Subsequent Assignments. Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Section.

15.1.5. Runs with the Land. Except as otherwise provided in this Section 15, 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. Miscellaneous

16.1. Estoppel Certificate. Either Party may at any time request another Party 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 party; and (3) to the best knowledge of the other party, the requesting Party is not in default, or if in default, the other Party shall describe the nature and any amount of any such default. The other Party shall use its 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.

16.2. Recordation. This Agreement shall not be operative until recorded with the Sacramento County Recorder's office. The City Clerk shall record this Agreement at Developer's expense with the County Recorder's office within ten (10) days of the Effective Date, 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 become 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.

16.3. 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  
Planning Director  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
(With a copy to the City Manager)

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

Souza Elk Grove, LLC  
Mr. Gerry N. Kamilos, Manager Member  
11249 Gold Country Blvd., Ste. 190  
Gold River, CA 95670

Souza Dairy Limited Partnership  
P.O. Box 637  
Elk Grove, CA 95759

Either Party may change the address stated herein by giving notice in writing to the other Party, 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.

16.4. 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.

16.5. Business Relationship. The Parties acknowledge that Developer is not an agent, joint venturer, or partner of either the City.

16.6. 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.

16.7. Force Majeure. Neither No Party shall be liable for, and the Parties 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.

16.8. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

16.9. Liability of Officials. No City official or employee shall be personally liable under

this Agreement.

16.10. Delegation. Any reference to any City body, official or employee in this Agreement shall include that the designee of that body, official or employee, except where delegation is prohibited by law.

16.11. 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.

16.12. 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.

16.13. 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.

16.14. 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.

16.15. Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits, this Agreement shall prevail.

16.16. 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: Exhibit 2: Exhibit 3::

Exhibit 1: Legal Description

Exhibit 2: Applicable Development Impact Fees

Exhibit 3: Major Infrastructure Obligations

Exhibit 4: Elk Grove City Council Resolution 2015-

16.17. Compliance with Laws. In connection with its performance under this Agreement, Developer shall comply with all applicable present and prospective Laws. Applicable Law.

16.18. 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.

16.19. Time of the Essence. Time is of the essence with respect to all rights,

obligations and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of this [redacted] day of [redacted], 2015.

**CITY OF ELK GROVE**

By: \_\_\_\_\_  
Name:  
Title: City Manager

By: \_\_\_\_\_  
Name:  
Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title: City Attorney  
City of Elk Grove

**SOUZA ELK GROVE, LLC**

By: \_\_\_\_\_  
Name: Gerry N. Kamilos  
Title: Manager Member

and

By: \_\_\_\_\_  
Name: **[Souza Dairy Limited Partnership]**  
Title: **[Property Owner]**  
Name:

**EXHIBIT 1**

**Legal Description**

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

## EXHIBIT 2

### Applicable Development Impact Fees

The Applicable Development Impact Fees are listed below. Any fee lock described in the Development Agreement shall only be effective ten (10) years from the Effective Date of the Agreement for new fees or shall be null and void based on a breach of the Agreement. Developer shall still pay increased amounts of the fees listed below including but not limited to increases due to an automatic increase built into the fee or a Council approved fee increase. These fees shall be the following, or their equivalent as may be updated from time to time. 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.

- Capital Facilities Fee
- Affordable Housing Fee
- Roadway Fee
- Southeast Policy Area Cost Recovery Fee Program
- Southeast Policy Area Drainage Fee
- Southeast Policy Area Parks Fee
- Southeast Policy Area Trails Fee

#### The Voluntary I-5 Sub-Regional Fee

The Parties understand that the Voluntary I-5 Sub-Regional Fee will be coming before City Council for consideration of adoption in the foreseeable future. If City Council should adopt the Voluntary I-5 Sub-Regional Fee and if Developer's Project meets the required thresholds of the fee it shall be subject to the fee.

### Relationship to 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
- Condition Compliance pursuant to the City of Elk Grove Planning and Application

Agreement Section 7 "Processing Fee Agreement"

- Subsequent project processing (entitlement) fees and charges
- Swainson's Hawk Fee
- Agricultural Land Mitigation Fee
- Oak Tree Mitigation Fee

**Applicable Other Agency Fees**

The Project shall be subject to all other 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:

- 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
- 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 lock in any outside agency fees.

### EXHIBIT 3

#### Project Major Infrastructure Obligations

It is the Developers intent and obligation to deliver the infrastructure necessary to serve the Project as detailed in the accompanying conditions of approval. As part of this, certain improvements will be concurrently completed which provide a portion of the infrastructure necessary to serve the adjoining employment (office and industrial) lands in the North-East and South Business Parks. This Agreement cannot contemplate all the details and issues that will arise during the course of the design and construction of the Project Major Infrastructure. It is understood that good engineering, construction and environmental practices will likely require the addition of items not detailed in this Agreement. Such may include, but not be limited to construction, drainage or environmental easements/land acquisition, roadway transition sections, utility stubs, intersections, Stormwater Pollution Prevention Plans (SWPPP), etc.

The Project Major Infrastructure contemplated in this Agreement includes the following components, each of which are individually detailed in this Exhibit 3:

1. LRSP Phase III/SEPA Sanitary Sewer Lift Station, Force Mains and Trunk Sewer Mains
2. SEPA Shed C Channel
3. Detention Basins
4. Trail Corridor along Shed C Channel
5. Big Horn Boulevard
6. Lotz Parkway
7. Bilby Road
8. Environmental Agency Permitting
9. Reclaimed Water System
10. Select Bidding Process

With respect to the roadway improvements identified in this Exhibit, the Developer acknowledges that the Property is currently physically landlocked and that certain off-site improvements are necessary, as conditioned on the map, to access the property. Developer shall provide access easements, consistent with the provisions of this Agreement before recordation of the Large Lot Map and transferring any property. Notwithstanding anything in this Agreement or the conditions of approval, Developer is obligated to acquire, dedicate, design, and construct the necessary improvements, to the satisfaction of the City, to provide public access to the site in a quantity, design, and location consistent with City ordinance and the City-adopted Fire Code. Pursuant to this Agreement, these improvements (completion and/or security) may be deferred to the recordation of the Small Lot Map, provided no building permits shall be issued until such time as physical improvements are made or adequate security as determined in the sole discretion of the City is provided.

Given the location of the Project and its relationship to other projects in both the Southeast Policy Area and other development areas (Laguna Ridge, Sterling Meadows, Lent Ranch, collectively and inclusively with the Southeast Policy Area referred to as the New Growth Area), the City intends to provide a process for developers in the New Growth Area to meet,



discuss, and resolve concerns and design constraints and conflicts. Developer shall be responsible for City costs incurred in this process through the normal entitlement, project processing, and implementation mechanisms.

**1. LRSP Phase III/SEPA Sanitary Sewer Lift Station, Force Mains and Trunk Sewers**

A. Background and Concept:

The Sanitary Sewer Lift Station (the “Lift Station”) and its associated facilities are the most significant and critical infrastructure required to bring the SEPA employment lands to a developable state. The Lift Station is proposed to be located adjacent to Bilby Road between Big Horn Boulevard and Bruceville Road, from where a Force Main system (“Force Mains”) will carry sewage flows west along the Bilby Road alignment, then north along the Bruceville Road alignment to the existing force main system near Whitelock Parkway. A Trunk Sewer will be constructed east along Bilby Road to and beyond Big Horn Blvd to provide service to the primary employment lands within the SEPA South Business Park (SEPA-SBP).

Delivery of Lift Station

The City’s Engineering Consultant Willdan Engineering has been issued task order 15-2 by the City to obtain a sub consultant to work with the City on sewer infrastructure and specifically the Lift Station. Willdan Engineering entered into such contract on February 12, 2015. It is anticipated the consultant will also design the Lift Station and Force Mains and the City intends to undertake all aspects of the delivery of the Lift Station and Force Mains as well as acquisition of the required land (through adopted conditions of approval on prior projects in the Laguna Ridge Specific Plan), easements or rights-of-way. The City has in its 2015-2016 budget allocated over 5 million dollars in general fund reserves to move forward with the Lift Station. This money will be repaid by future revenues generated by development in the SEPA.

Should Developer become concerned about the time in which it is taking the City to move forward with delivery of the Lift Station it may make a request to the City to step in and deliver the Lift Station. Should the City approve such request it will provide to Developer all studies, plans and project-related documents prepared-to-date at no immediate cost to Developer. City design expenses may be reimbursed to the extent they are covered by an applicable fee program. Developer shall pay all applicable fees related to the subject infrastructure. Developer will proceed at its own cost, subject to credit/reimbursements as provided by Sacramento Area Sewer District (“SASD”). If the City allows the Developer to step in it will work with Developer and SASD to assist in a timely delivery of the Lift Station and Force Mains and to determine the most expeditious way to provide reimbursement.

In the event that the City has not built the Lift Station and Force Mains but the Developer is at the point where it can’t move forward with occupancy of its Project without the Lift Station and Force Mains the City will consider Interim service opportunities, as may be approved by SASD, for interim storage and/or pumping of sewage flows from completed structures within SEPA-SBP and/or Project.

B. Developer Obligation:

1. Payment of any required impact fees for sewer service, which, in addition to covering other facilities and improvements, is intended to repay the City for its advancement of the Lift Station and Force Mains.
2. Finance, design and construct the Trunk Sewer to service the primary employment lands within the Project to the Project's southern boundary with the South Business Park at Bilby Road and Big Horn Boulevard
3. Dedicate any right-of-way or easement required to construct the Trunk Sewer within the Project.

2. **SEPA Shed C Drainageway (the "Drainageway"), Stormwater Detention/Stormwater Quality Basins (the "Basins") and Drainageway Trail Corridor (the "Trail Corridor")**.

A. Background and Concept:

The Drainageway and Basins are critical elements of the overall SEPA Land Plan, providing both a stormwater control system and an open space and trail corridor. In keeping with its role as overall SEPA project sponsor, the City has moved forward with a 35% design, land acquisition, construction cost estimates and the environmental permitting of the Drainageway and its associated facilities.

During this early design effort, it has become apparent there are two logical and separate phases of the Drainageway, primarily known as the upstream and downstream of Big Horn Boulevard segments. Developer's Project encompasses the northern portion of the entire upstream segment, and as such has a potential independent utility capability.

In conformance with City Council direction at its May 13, 2015 meeting, the upstream segment may proceed with environmental permitting, design and construction independent of the downstream segment to the extent allowed by the Permitting Agencies (e.g., US Army Corps of Engineers, US Fish and Wildlife Service, California Department of Fish and Wildlife). The City intends to complete permitting for the upstream segment and will coordinate with and involve the Developer in the process. Given the City's desire to bring the employment lands forward expeditiously for development, it intends to work with the permitting agencies to complete the permitting for the upper reach as soon as practical. This is in the mutual interest of the Parties.

The City will assist the Developer with acquisition of the drainage right-of-way along the upstream portion but off-site of the Project (within the South Business Park), including any consideration of necessary eminent domain proceedings; however, all costs associated with acquisition of any kind shall be the responsibility of the Developer. Such costs are included as reasonable expenditures in the Southeast Policy Area Drainage Fee Program and may be creditable towards the Project's required fee payments.

B. Developer Obligation:

Developer is responsible for those storm drainage facilities upstream of Big Horn Boulevard including:

1. Providing land (either by dedication to the City or by special fee program acquisition, for the Project's portion of the Drainageway (full width, including basin outfalls), Basins (S1b and S3) and Trail Corridor. Such lands shall be in substantial conformance to those land areas identified on the Large and Small Lot Tentative Subdivision Maps and the Southeast Policy Area Strategic Plan.
2. Acquisition of land (either by dedication to the City or by special fee program acquisition, for that portion of the Drainageway (full width, including basin outfalls) and Basins (S1b and S3) identified in the Southeast Policy Area Strategic Plan on the properties adjacent to the south boundary of the Property.
3. Design and construction of the entire Drainageway (full width, including basin outfalls) and Basin (S1b and S3) system upstream of Big Horn Boulevard as a single project, subject to the Southeast Policy Area Drainage Fee Program credit/reimbursement as provided under the adopted program. Developer reserves the right to:
  - 3.1. Design and construct Drainageway consistent with the City's applicable Reimbursement Policies and Procedures as part of its private Project improvements;
  - 3.2. Defer design and construction of individual Basins until they are needed to meet stormwater attenuation and quality of their respective drainage subsheds;
  - 3.3. Defer design and construction of roadway crossing culverts and major utility crossings until those roads and utility systems are constructed; as described in sections 3 (Big Horn Boulevard), 4 (Lotz Parkway), and 5 (Bilby Road) of this Exhibit; however, the improvements relative to Bilby Road, including, without limitation, installation of water (potable and recycled), sewer, drainage, electrical, gas, and telecommunications utilities, culverts, and, at a minimum, one vehicle travel lane in each direction, from the intersection of Big Horn Boulevard and Bilby Road to the Shed C culvert shall be completed prior to issuance of the 501st single family residential building permit within the Project and
  - 3.4. Design and construct certain portions of the Project in advance of construction of the Drainageway by providing interim storm drainage facilities, to the satisfaction of the City, within the Property which meet or exceed requirements for stormwater attenuation/quality. Such interim facilities shall be at the sole cost of the Developer.
4. Construction of the Drainageway by Developer shall include the required outfall structures from the basins which outfall to the upstream portion of the Drainageway. These shall be creditable improvements under the SEPA Drainage Fee Program.
5. Design and construction of the Trail Corridor within the Property, subject to credits/reimbursements associated with any existing or special fee program. Developer reserves the right to:
  - 5.1. Defer design and construction of that portion of the Trail Corridor within the

area designated by the SEPA SPA as Village Center (MUV) except as provided in Section 4.3 below; and

- 5.2. Defer design and construction of those portions of the Trail Corridor which may be deemed as grade-separated crossings at Big Horn Boulevard and Bilby Road until those roads are constructed and servicing utility systems are extended to those locations.
- 5.3. If development of the MUV does not progress to a point where that portion of the Trail Corridor will be constructed as a part of the MUV development, within 5 years of the Effective Date, Developer shall construct a temporary corridor within the MUV along the Drainageway. Such interim trail section may be subsequently closed and demolished as part of the development of the MUV and such an interim facility is not eligible for reimbursement.

### **3. Big Horn Boulevard**

#### **A. Background and Concept:**

The extension of Big Horn Boulevard south from its current terminus adjacent to the Cosumnes River College satellite campus (CRC), just north of Poppy Ridge Road, is one of the primary access points to the Project and, subsequently, would provide access to various employment lands in SEPA.

This road alignment has existing houses located within the future right-of-way on both the east and west sides, north of the Property and on lands not in Developer's control. In order to facilitate construction of Big Horn Boulevard, it is necessary to acquire this right-of-way and relocate or acquire the houses. Phasing may allow an initial phase of the Project to occur with the acquisition/relocation of only one house. These costs have been allocated in the City's current Roadway Fee Program. The City intends to assist the Developer in procuring this right-of-way, if upon a good faith effort the Developer is unable to acquire the property by itself.

Sanitary sewer and storm drain utilities which service SEPA's westerly "Piano Key" properties (those properties north of the Project and south of Poppy Ridge Road) will be located in Big Horn Boulevard south of Poppy Ridge Road. To the extent that these improvements provide an oversizing of infrastructure beyond what is necessary to serve the Project, the City and the Developer acknowledge that these improvements may be subject to SCWA and SASD fee credits and reimbursements to extent these facilities are included in these agencies impact fee programs.

Pursuant to the SEPA Strategic Plan (Community Plan Policy SEPA-2 and corresponding Action 5), the City may allow the design and construction of portions of arterial or thoroughfare roadways to be deferred where capacity associated with such portions is not immediately needed to meet Level of Service goals set forth in the General Plan and/or applicable environmental document(s). If the deferral involves improvements within or adjacent to a development and the improvements are not eligible under the Elk Grove Roadway Fee Program, the City will require the Developer to make an in-lieu payment pursuant to Elk Grove Municipal Code Chapter 12.03 or establish and/or participate in a finance mechanism acceptable to the City to fund the deferred improvement.

B. Developer Obligation:

1. Acquire offsite right-of-way and temporary construction easements needed to construct Big Horn Boulevard. Developer will dedicate right-of-way and easements for land within Project.
2. Finance, design and construct Big Horn Boulevard and the associated utilities, including water main and joint trench. The cross-section of roadway shall be consistent with the SEPA SPA and Laguna Ridge Specific Plan (as applicable) and as illustrated on the Project Tentative Subdivision Maps, and as described in the Conditions of Approval, to the satisfaction of the City.
3. Dedicate right-of-way and utility easements required to construct Big Horn Boulevard within the Project as part of its standard final mapping processes.

4. Lotz Parkway

A. Background and Concept:

Future Lotz Parkway may be considered the primary north-south transportation access to the eastern portion of the Project and, ultimately, both the East and South Business Park. As such, it may be considered an “early-order of work” coincident with development of the eastern portions of SEPA.

This road alignment extends beyond the Project’s boundary on lands not in Developer’s control for either a northerly connection to Poppy Ridge Road or a southerly connection to Kammerer Road. In order to facilitate construction of Lotz Parkway, it is necessary to acquire off-site right-of-way.

Development of the eastern portions of the Project will require a point of access to an existing arterial road. Such access may be attained by the extension of Lotz Parkway in either a northerly or southerly direction, or by the extension of existing Kyler Road from its terminus just west of Promenade Parkway through the Sterling Meadows project to where it connects to the Project at ‘A’ Drive.

Developer will provide, at a minimum one of the 3 access solutions as a part of its development of the eastern portions of the Project.

Similar to Big Horn Boulevard, significant sanitary sewer and storm drain utilities which service SEPA’s easterly “Piano Key” properties (those properties north of the Project and south of Poppy Ridge Road) and the East Business Park will be located in the Project’s frontage of Lotz Parkway. To the extent that these improvements provide an oversizing of infrastructure beyond what is necessary to serve the Project, the City and Developer acknowledge that these improvements may be subject to SCWA and SASD credits or cash reimbursement to extent these facilities are included in these agencies impact fee programs.

Pursuant to the SEPA Strategic Plan (Community Plan Policy SEPA-2 and corresponding Action 5), the City may allow the design and construction of portions of arterial or thoroughfare roadways to be deferred where capacity associated with such portions is not immediately needed to meet Level of Service goals set forth in the

General Plan and/or applicable environmental document(s). If the deferral involves improvements within or adjacent to a development and the improvements are not eligible under the Elk Grove Roadway Fee Program, the City will require the Developer to make an in-lieu payment pursuant to Elk Grove Municipal Code Chapter 12.03 or establish and/or participate in a finance mechanism acceptable to the City to fund the deferred improvement.

For purposes of providing transportation access to the primary employment lands within the SEPA-SBP and SEPA-EBP and the easterly access to the Project, this Agreement will identify the obligations associated with the Lotz Parkway southerly connection to Kammerer Road.

Developer will acquire/dedicate rights-of-way, design and construct Lotz Parkway consistent with the Conditions of Approval, including the water transmission main, joint trench and culverts from the Lent Ranch Mall/Sterling Meadows storm drainage facility into the SEPA Drainageway. The surface improvement costs for this work have been allocated in the City's Roadway Fee Program.

**B. Developer Obligation:**

1. Acquire offsite rights-of-way and temporary construction easements needed to construct Lotz Parkway. Developer will dedicate rights-of-way and easements for land within Project.
2. Finance, design and construct Lotz Parkway and the associated utilities, including water main and joint trench.
3. The cross-section of roadway shall be consistent with SEPA SPA and Sterling Meadows approvals (as applicable) and as illustrated on the Project Tentative Subdivision Maps, and as described in the Conditions of Approval to the satisfaction of the City
4. Dedicate rights-of-way and utility easements required to construct Lotz Parkway within the Project as part of its standard final mapping processes.

**5. Bilby Road**

**A. Background and Concept:**

Future Bilby Road may be considered the primary east-west transportation and utility access to the primary employment lands within SEPA, in particular the SEPA South Business Park. As such, it may be considered a "first-order of work".

Developer will design and construct Bilby Road from Big Horn Boulevard easterly through the Project and across the Drainageway. The Trunk Sewer, water, storm drain and dry utilities for service to the SEPA-SBP will be included in this work. Additional off-site improvements may be necessary to provide access to the Property.

Pursuant to the SEPA Strategic Plan (Community Plan Policy SEPA-2 and corresponding Action 5), the City may allow the design and construction of portions of arterial or thoroughfare roadways to be deferred where capacity associated with such

portions is not immediately needed to meet Level of Service goals set forth in the General Plan and/or applicable environmental document(s). If the deferral involves improvements within or adjacent to a development and the improvements are not eligible under the Elk Grove Roadway Fee Program, the City will require the Developer to make an in-lieu payment pursuant to Elk Grove Municipal Code Chapter 12.03 or establish and/or participate in a finance mechanism acceptable to the City to fund the deferred improvement

**B. Developer Obligation:**

1. Acquire off-site rights-of-way and temporary construction easements needed to construct Bilby Road to the extent necessary. Developer will dedicate rights-of-way and easements for land within Project.
2. Finance, design and construct the Bilby Road improvements and the associated utilities, including the Drainageway crossing.
3. If rights-of-way and easements cannot be reasonably obtained from offsite property owners, the Developer may end its construction at the north bank of the Drainageway and provide an in lieu fee, to the satisfaction of the City, for that portion of construction which would have occurred within the Project's boundary.
4. With regard to the portion of Bilby Road from Big Horn Boulevard to the Shed C culvert, the Developer shall complete construction of all improvements, including, without limitation, installation of water (potable and recycled), sewer, drainage, electrical, gas, and telecommunications utilities, culverts, and, at a minimum, one vehicle travel lane in each direction, from the intersection of Big Horn Boulevard and Bilby Road to the Shed C culvert, prior to issuance of the 501<sup>st</sup> single family residential building permit within the Project.

**6. Environmental Agency Permitting**

**A. Background and Concept:**

The City has taken the lead in obtaining all required environmental permitting necessary to construct both the Phase 1 Drainageway improvements and the SEPA Major Infrastructure Improvements. This process is underway currently. The City will coordinate with and involve the Developer (and their technical staff) in the process.

Should Developer become concerned about the time in which it is taking the City to move forward with obtaining all required environmental permits necessary to construct both Phase 1 Drainageway improvements and the SEPA Major Infrastructure Improvements it may make a request to the City to step in and obtain the necessary permits. Should the City approve such request it will provide to Developer all documents prepared-to-date. Developer will proceed at its own cost.

**B. Developer Obligation:**

1. Provide all Project-related environmental investigations, studies and agency verification documents to City for use in its permitting process.

2. Provide Property access to City, its contractors and agents as may be needed for the permitting process.
3. Provide Project's environmental consultants, at Developer's cost, to participate in City's preparation of permit applications, permit strategies and agency meetings.

## **7. Reclaimed Water System**

### **A. Background and Concept:**

SEPA received environmental and land use entitlements without a requirement from SCWA or SASD for a reclaimed water system to provide landscape irrigation. City desires to incorporate a reclaimed water system within SEPA as a matter of prudent public policy. City will work with SCWA in an attempt to attach/annex the SEPA to the Zone 40 Special Service Area A or will work with SCWA to create a separate special service area, if possible..

Developer understands benefit of reclaimed water, but is concerned with the added cost burden of such a system without assurance of the availability of a reclaimed water supply.

Developer shall incorporate a landscape water irrigation system as part of the SEPA Major Infrastructure and Project improvements as specified below:

1. SCWA and SASD intend to provide a reclaimed water supply to SEPA within 10 years of the Effective Date of this Agreement.
2. Reimbursement for components of the reclaimed water system may be available as applicable under Zone 40 Special Service Area A or other applicable special service area.

### **B. Developer Obligation:**

1. Include design and construction of a reclaimed water system, as part of its Project Major Infrastructure obligations set forth in this Exhibit 3.
2. Include design and construction of a reclaimed water system within the Project to serve the parks and landscape corridors consistent with the conditions of approval. Developer will prepare a schematic plan of this reclaimed water system for review and approval by City and SCWA.

## **8. Select Bidding Process**

Developer desires to incorporate the Project Major Infrastructure roadway construction (2 center lanes and median) identified in this Exhibit 3 into its larger Project construction bidding, which may combine the roadway work with the other Project Major Infrastructure drainage and utility work and the Project's mass grading and subdivision improvements.

Developer will use a "Select Bidding Process" (SBP) for a larger scope of construction work which provides significant advantages over separately bidding just the construction of 2 center lanes and median, including:



1. A completely competitive and prevailing wage public bidding process assuring proven construction contractor competency.
2. Not having 2 or more independently contracted construction contractors doing work on the site at the same time.
3. The combined size of the Project Major Infrastructure and Project on-site work will allow more competitive pricing than if construction work components are bid separately.

The City finds the SBP process as described to be analogous to the City's reimbursement policy for public infrastructure in that that competitive bidding will occur and prevailing wage will be paid.

A. Developer shall:

1. Develop and implement a Request for Qualifications (RFQ) for the combined initial phases of both the major infrastructure and Project on-site.
2. Evaluate and short list 3 or 4 qualified prevailing wage construction contractors for a select public bid process.
3. Administer the bidding process of the combined Project Major Infrastructure and Project on-site construction work to the select contractors with clear lines of separation for publicly reimbursable work items.
4. Award of the work to the overall lowest qualified bidder for the City reimbursable work items.

**EXHIBIT 4**

**Elk Grove City Council Resolution 2015-**

**[Attached]**

OFFICIAL CITY BUSINESS  
No recording fee  
Government Code Section 6103

***Applicant Proposal,  
August 05, 2015***

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

Souza Elk Grove  
11249 Gold Country Blvd. Suite 190  
Gold River, CA 95670  
Attn: Gerry N. Kamilos

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**DEVELOPMENT AGREEMENT  
BETWEEN THE  
CITY OF ELK GROVE  
AND  
SOUZA ELK GROVE, LLC**

## DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is entered into by the City of Elk Grove (“**City**”), Souza Dairy Limited Partnership (“**Owner**”), and Souza Elk Grove, LLC (“**Developer**”), a California limited liability corporation. City, Owner, and Developer each may be referred to herein as a “**Party**” and together 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 all 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. Developer hereby represents and warrants that it holds a legal interest in that certain property described with particularity in Exhibit 1 hereto, that is comprised of approximately 376 acres of land within the Southeast Policy Area and is, currently known as the Souza Property (the “**Property**”), as more particularly described in Exhibit 1 hereto. 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. Developer further represents and warrants that it has the consent of the Property owner to record this Agreement in the public records of the County of Sacramento, as evidenced by the written consent attached hereto as Exhibit 1.A.

C. 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, Developer proposes 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 Over 4.5 miles of 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.

These proposed land uses and development intents, together with the Project major infrastructure and portions of the SEPA Major Infrastructure extensions, generally comprise the Souza Dairy Project (the "Project").

D. City wishes to obtain commitments from Developer 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.

E. As consideration for providing such commitments to City, Developer wishes to obtain certain vested rights as specifically laid out within the Agreement, and to receive other City commitments and assurances regarding Developer's right and ability to develop the Project on the Property, as set forth herein.

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

NOW, THEREFORE, the Parties agree as follows:

### **TERMS AND CONDITIONS**

#### **1. Definitions**

1.1. "Adopting Ordinance" is the ordinance of the City Council approving this Agreement, as adopted on [REDACTED], 2015 by City Ordinance No. [REDACTED]-2015.

1.2. "Agreement" has the meaning set forth in the Preamble.

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

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

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

1.6. "City Council" shall mean the City Council of the City of Elk Grove and its designees.

1.7. "Developer" means Souza Elk Grove, LLC or any Successor.

1.8. “Development Agreement Law” means Government Code Section 65864, et seq.

1.9. “Effective Date” means that day which is thirty (30) days following the date that the City Council adopts the Adopting Ordinance, unless the Adopting Ordinance becomes subject to a qualified referendum, in which case the Effective Date shall be the day after the referendum election, if the Adopting Ordinance is approved by a majority of the voters. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the City.

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

1.11. ~~“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. “Existing Land Use Regulations” means the City of Elk Grove General Plan, the City of Elk Grove Southeast Policy Area Community Plan and Special Planning Area, any applicable specific plans, and the Elk Grove zoning ordinance, all as they exist as of the Effective Date.~~

1.12. “Large Lot Final Subdivision Map” means a Final Subdivision Map that substantially conforms to the Souza Dairy Large Lot Tentative Subdivision Map, as determined by the City, and has been approved by the City Council Resolution No. 2015-\_\_\_\_\_.

1.13. “Large Lot Tentative Subdivision Map” means that certain Souza Dairy Large Lot Tentative Subdivision Map (EG-13-030) adopted by City Council Resolution No. 2015-\_\_\_\_\_.

1.14. “Mitigation Measures” mean the mitigation measures included in the EIR or its mitigation monitoring plan as adopted by the City Council.

1.15. “Project” has the meaning set forth in Recital C.

1.16. “Project Approvals” shall mean the following land use approvals, all of which were approved on or before \_\_\_\_\_, 2015, which govern development of the Property:

~~1.16.1. The Southeast Policy Area Special Planning Area zoning regulations as adopted on July 23, 2014 by City Ordinance No. 16-2014~~

1.13 ~~1.16.1-1.16.2.~~ The Large Lot Tentative Subdivision Map as defined by Section

1.21. ~~1.16.2-1.16.3.~~ The Small Lot Tentative Subdivision Map as defined by Section

1.17. “Project Major Infrastructure” shall mean 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.

1.18. “This Agreement”, as adopted by the Adopting Ordinance.

1.19. “SEPA Major Infrastructure” shall mean 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.

1.20. “Small Lot Final Subdivision Map” means a Final Subdivision Map that substantially conforms to the Souza Dairy Small Lot Tentative Subdivision Map, and has been approved by City Council.

1.21. “Small Lot Tentative Subdivision Map” means the Souza Dairy Small Lot Tentative Subdivision Map (EG-13-030) adopted by City Council Resolution No. 2015-\_\_\_\_.

1.22. “SPA” means the Southeast Policy Area Special Planning Area zoning regulations, as initially adopted on July 923, 2014 by City Ordinance No. 16-2014 and any subsequent amendments.

1.23. “Property” is that certain real property consisting of approximately 376 acres in the City of Elk Grove, and as more particularly described in Exhibit 1 hereto. The term “Property” may include all or any part of the Property, depending on the context.

1.24. “Successor” is any assignee approved by the City pursuant to Section 15 (i.e., any recognized successor-in-interest under this Agreement), and all subsequent assignees approved by the City pursuant to Section 15.1.4.

1.25. “Subdivision Map Act” means Government Code § 66410 et seq.

1.26. “Subsequent Approval” means any and all land use, environmental, building and development approvals, entitlements and permits granted by City after the Effective Date to develop and operate the Project on the Property, including but not limited to amendments and modifications to any Project Approvals; boundary changes; tentative and final subdivision maps, parcel maps and lot line adjustments; subdivision improvement agreements; development review; site plan review; conditional use permits; design review; building permits; grading permits; encroachment permits; certificates of occupancy; formation of financing districts or other financing mechanisms; and any amendments thereto (administrative or otherwise).

1.27. “Vested Right” is a right to proceed with the development of the Project in accordance with the terms and scope of the Project Approvals and as limited under Section 4 of this Agreement.

## 2. Representations, Warranties and Acknowledgments

2.1. Title to Property. Developer represents and warrants that as of the Effective Date, Developer holds a legal or equitable interest in and to the Property.

2.2. 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.

2.3. 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 the City in accordance with Section 14.1.

2.4. 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.

### 3. Term and Termination

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

a) The Large Lot Tentative Subdivision Map shall be valid for ~~not more than 4020~~ years from the Effective Date of this Agreement.

b) The restriction on further development of the lots created by the recordation of the Large Lot Final Map(s) set forth in Section 6.1.4 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 Small Lot Tentative Subdivision Map shall be valid for 20 years from the Effective Date of this Agreement~~not more than 40 years from the date of the recordation of the underlying portion of the Large Lot Final Map.~~

d) 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 only be valid for a term not exceeding ten (10) years from the Effective Date of this Agreement.~~However, this excludes any and all updates to existing fees which are valid at any time.; 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.

~~e) The Parties hereby acknowledge and agree that the terms of this Agreement may vary with respect to different portions of the Small Lot Tentative Subdivision Map, depending upon the recording date for the underlying portion of the Large Lot Final Map.~~

Should the Developer be found in breach of this Agreement following completion of the Default procedures set forth in Sections 13.1, 13.2 and 13.3 of this Agreement, all Vesting Rights listed above excluding subsection (b) which shall remain in effect until such time as all of the requirements of Section 6 are ~~all~~ fulfilled shall terminate and be of no further force and effect.

3.1. 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 the 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 Developer to a bona-fide, good-faith purchaser. In connection with its issuance of a final inspection for such lot, the City shall confirm that all improvements which are required to serve the lot have been completed and dedicated to and accepted by the City, and all applicable fees have been paid by 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.

3.2. Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of the Parties. Any fees paid or improvements dedicated to the City prior to the effective date of termination shall be retained by the City.

3.3. Effect of Termination. Termination of this Agreement, whether by mutual written consent as provided in Section 3.2, default as provided in Section 13, or by expiration of its own accord, shall not: (1) affect any obligation under this Agreement owed by one party to the other 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 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.

3.3.1. Upon termination of this Agreement, whether by mutual written consent as provided in Section 3.2, default as provided in Section 13, 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.

#### 4. Project Approvals and Vested Rights

4.1. Vesting of Project Approvals. Commencing on the Effective Date, and at all times during the terms of the Large Lot Tentative Subdivision Map and the Small Lot Tentative Subdivision Map as set forth in Section 3, Developer shall have Vested Rights in the Project Approvals, subject to the limitations set forth in this Agreement.

4.1.4.2. Subsequent Approvals. The Parties acknowledge that to develop the Project on the Property, Developer will need to obtain City approval of various Subsequent Approvals, which may include without limitation final subdivision maps, use permits, design reviews, building permits, grading permits, improvement plans, encroachment permits and certificates of occupancy. 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 the 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.

4.1.1.4.2.1. 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.

4.1.2.4.2.2. Parkland Requirements. City hereby acknowledges and agrees that the Project inclusive of future parkland obligations as part of the Village Center as described in the conditions of approval, complies with the applicable Quimby Act land dedication requirements (5.0 acres/1,000 population), and that no additional land dedications other than that conditioned as part of future development of the Village Center shall be required beyond those shown on the Project's Large Lot and Small Lot Tentative Subdivision Maps.

4.1.3.4.2.3. Development Plan Design Review. The areas designated as Mixed Use Village Center (MUV) and Mixed Use Residential (MUR) on the SEPA Special Planning Area Land Plan 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 subsequent development or improvement plans. The City acknowledges the MUV and MUR areas may be developed by independent owners over an extended period of time. As such, Developer and City herein agree that the Development Plan Design Review processes for the MUV and MUR areas may proceed independent of each other, consistent with the provisions of the Community Plan and the Project Approvals. The Conditions of Approval provide a process for the review and completion of this requirement.

4.2.4.3. 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.

4.2.1.4.3.1. For purposes of this Agreement, any Subsequently Adopted Rule shall be deemed to conflict with Developer' vested rights hereunder if it:

4.2.1.1.4.3.1.1. Seeks to limit or reduce the density or intensity of development of the Property or the Project or any part thereof.

4.3.1.2. Would change any land use designation or permitted use of the Property without the consent of Developer.

4.2.1.2.4.3.1.3. 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.

~~4.2.1.3.4.3.1.4.~~ Would limit the timing or rate of the development of the Project. City hereby acknowledges and agrees that Developer shall have the right to develop the Project on the Property (or any portion thereof) in such order, 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 in Exhibit 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.

~~4.2.1.4.4.3.1.5.~~ Seeks to impose on the Property or the Project any ~~Applicable~~ Development Impact Fees that are not in effect on the Effective Date of this Agreement, except as otherwise provided in Exhibit 2 hereto.

~~4.2.2.4.3.2.~~ 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:

~~4.2.2.1.4.3.2.1.~~ Specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date as provided in Government Code Section 65869.5;

~~4.2.2.2.4.3.2.2.~~ Specifically mandated by a court of competent jurisdiction;

~~4.2.2.3.4.3.2.3.~~ 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; or

~~4.2.2.4.4.3.2.4.~~ Changes to development standards set forth in the SPA and the 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 dDate. ~~Upon expiration of the ten year period the City Council may eliminate an established land use designation.~~

~~4.3.2.5.~~ 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.

~~4.2.3.4.3.3.~~ Notwithstanding the foregoing, and as provided in Section 15 below, the 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 Successor's agreement to apply Subsequently Adopted Rules shall be applicable only to Successor's interest in the Project and/or Property and shall not be binding on the Developer or other Successor parties without their express written consent.

4.3.4.4. 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 the 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.

4.4.4.5. Meet and Confer. If Developer believes that the 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, the City shall meet and confer with Developer in a good faith effort to arrive at a mutually acceptable solution.

4.5.4.6. Referendum. Developer acknowledges that those Project Approvals which are legislative land use approvals are potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Developer 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.

4.6.4.7. Court Order or Judgment. Notwithstanding anything in this Agreement to the contrary, a vested right acquired by 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 invalidated Project approval is reversed on appeal.

5. Term of Subdivision Maps. The term or "life" of any Tentative Subdivision Maps for the Project shall be as provided in Section 3 above.

6. Large Lot Final Subdivision Map.

6.1. Developer and City acknowledge that the 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 Developer to market and sell the subdivided parcels. To further facilitate and achieve these purposes, Developer and City herein agree that:

6.1.1. No bonding, financial security or other encumbrances shall be required as conditions of approval or prior to recordation of a Large Lot Final Subdivision Map, provided the terms of this Agreement are satisfied.

6.1.2. 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.

6.1.3. 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.

6.1.4. ~~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 each lot created by a Large Lot Final Subdivision Map (collectively, the “Necessary Improvements”), or provision of security for such Necessary Improvements, the Developer acknowledges and agrees that Developer will not be entitled to the issuance of any building permits for structures on the lots created by the Large Lot Final Subdivision Map, and will not be entitled to approval of any Small Lot Final Subdivision Map applicable to any property that is covered by the Large Lot Final Subdivision Map. Prior to the completion and City acceptance of the necessary public improvements (“Project Major Infrastructure” and portions of the “SEPA Major Infrastructure”) necessary to serve Developer’s Project (“Necessary Improvements”), or provision of security for these Necessary Improvements, to provide improved public access to the lots created by the Final Large Lot Maps, the Developer acknowledges and agrees that they are not entitled to any development rights to the property and the City shall not issue any approvals of any Small Lot Final Map or any building permits for or covering the subject Large Lot.~~

## 7. Fees, Improvements and Mitigation Measures

7.1. Development Impact Fees. Developer 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 4.2.1.4 above, and any and all provisions of this Agreement to the contrary notwithstanding, Developer shall not be required to pay any Development Impact Fees adopted by City after the Effective Date except as otherwise provided in Exhibit 2.

7.2. Credits and Reimbursements. Developer shall be eligible for reimbursement in 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 its Municipal Code Chapters 16.95 and 22.40 and all other applicable Codes and Policies for cash or credit and reimbursement, ~~except and~~ as otherwise ~~expressly~~ 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 Developer be reimbursed twice (as determined by the City) for the same facility.

7.3. Project Specific Parks and Trails. Developer shall have the right, but not the obligation, to design and construct the parks and trails within Project, provided that if Developer exercises such right, it shall design and construct such parks and trails in accordance with applicable SEPA and City standards (and to the reasonable satisfaction of the City and CCSD) within time frames mandated by the City and the CCSD as may be required by the April 27, 2015 Memorandum of Understanding between the City of Elk Grove and the Cosumnes Community Services District Concerning the Development of Park and Recreation Facilities and any amendment, extension, or subsequently approved similar document. Park lands shall be dedicated by Developer as part of its standard final mapping processes.

7.4. 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.

7.5. Liens. Whenever 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.

7.6. 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.

7.7. Other Public Agencies. Nothing in this Agreement is intended to affect the authority of public agencies other than the City to impose dedication or improvement conditions or fees on development of the Property.

7.8. City Engineer. All improvements and work performed by Developer 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, for all improvements and work.

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

8.1. 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.

8.2. 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.

## 9. Formation of New Community Facilities District (New CFD)

9.1. Formation. Developer may petition for the formation of one or more community facilities districts (New CFD(s)) for the purpose of financing the acquisition or construction of

any Project Major Infrastructure required by this Agreement, and/or for the 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.

9.2. Costs - Formation. Developer shall be solely responsible for the costs of forming and establishing any CFD's, 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.

9.3. Costs – Construction. Developer acknowledges 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 7.3.

9.4. 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 an amount equal to its proportionate share of costs for the improvements to be financed by the CFD, or any portion thereof, prior to the issuance of bonds.

9.5. 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. Provisions for the acquisition of completed New CFD improvements or completed portions thereof, and for payment from CFD bond or special tax proceeds of appropriate amounts for such improvements to the person or entity constructing them, provided Developer shall prior to construction enter into an Acquisition Agreement with the City and the City shall be obligated only to use CFD bond or special tax proceeds for such acquisitions.~~

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

10.1. 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.

10.2. Costs - Formation. Developer shall be solely responsible for the costs of forming and establishing any New AD's. 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.

10.3. Costs – Maintenance. Developer acknowledges 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 Developer shall be placed in Community Facilities District 2006-1 and an appropriate subset zone has yet to be determined by City staff. Developer may provide any input it deems appropriate to the City to assist the City in its determination as to the correct zone 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 Developer is also conditioned to participate in Stormwater Drainage Fee Zone 2, Police Services 2003-2, and Street Maintenance.

10.4. Cost of Maintenance Obligations. Developer acknowledges 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.

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

11.1. Formation. Developer may cause to be established or shall cause to be established where required by law a Homeowners' and/or a Business Owners' Association(s) 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.

11.2. Bylaws and CC&R's. The City shall have the right but not the obligation to approve and enforce all bylaws for any Homeowners' and/or Business Owners' Association(s) 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.

12. Amendments to this Agreement

12.1. 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.

12.2. 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 other Project Approvals shall not require amendment of this Agreement.

13. Default

13.1. 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 the other party is in default shall be referred to as the "**Complaining Party**" and the other party shall be referred to as the "**Defaulting Party**.")

13.2. 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.

13.3. 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, time, the default cure 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.

13.4. 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.

13.5. Waiver of Damages. Developer acknowledges 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. Developer therefore waives 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 Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for monetary damages against the City in this regard. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for monetary damages from Developer, and that therefore, Developer hereby waives any and all claims for monetary damages against the City for breach of this Agreement. Nothing in this section is intended to nor does it limit Developer's or the City's rights to equitable remedies as permitted by law, such as injunctive and/or declaratory relief, provided that Developer waives any claims to monetary damages in conjunction with any such requested relief.

13.6. Rescission. In the event Developer believes 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 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.

#### 14. Insurance and Indemnity

14.1. Indemnification, Defense and Hold Harmless. Developer 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 Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project), or Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective Law; provided, however, that Developer 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.

14.1.1. 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 Developer. In the event of such tender, Developer shall indemnify the City, against any and all fees and costs arising out of the defense of such Third Party Challenge. Developer shall be entitled to direct the defense such Third Party Challenge, provided the City's consent shall be required for any settlement.

14.1.2. If Developer 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 Developer of its indemnification obligations for such Third Party Challenge.

14.2. Required Policies. Developer 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 Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for their respective employees.

14.3. Policy Requirements. The aforesaid required policies shall: (1) contain an additional insured endorsement naming the City, their 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.

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

15. Binding Effect on Successors

15.1. Assignment.

15.1.1. 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.

~~15.1.1.~~15.1.2. Developer shall provide the City Manager notice of any sale, transfer, or assignment of all or any portion of the Property 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 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 the Agreement. Upon issuance by the City Manager of written consent of such sale, assignment or transfer, 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 Developer for purposes of this Agreement with respect to such conveyed property.

~~15.1.2.~~15.1.3. 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.

~~15.1.3.~~15.1.4. Any attempt to assign any rights under this Agreement without the written consent of the City Manager as provided in this Section 15 shall be void and constitute a default under this Agreement.

15.1.5. Transfer Agreements

15.1.5.1. In connection with the transfer or assignment by Developer of all or any portion of the Property, 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 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.

15.1.5.2. 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.

15.1.5.3. Any Transfer Agreement shall be binding on Developer and the Successor. The Transfer Agreement shall be recorded by the City on the subject property at Successor's expense.

15.1.4-15.1.6. Subsequent Assignments. Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Section.

15.1.7. Runs with the Land. Except as otherwise provided in this Section 15, 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.

15.1.5-15.1.8. Subsequently Adopted Rules. As provided in Section 4.3.3 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

## 16. Miscellaneous

16.1. Estoppel Certificate. Either Party may at any time request another Party 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 party; and (3) to the best knowledge of the other party, the requesting Party is not in default, or if in default, the other Party shall describe the nature and any amount of any such default. The other Party shall use its 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.

16.2. Recordation. This Agreement shall not be operative until recorded with the

Sacramento County Recorder's office. The City Clerk shall record this Agreement at Developer's expense with the County Recorder's office within ten (10) days of the Effective Date, 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 become 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.

16.3. 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  
Planning Director  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
(With a copy to the City Manager)

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

Souza Elk Grove, LLC  
Mr. Gerry N. Kamilos, Manager Member  
11249 Gold Country Blvd., Ste. 190  
Gold River, CA 95670

*Souza Dairy Limited Partnership*  
*P.O. Box 637*  
*Elk Grove, CA 95759*

Either Party may change the address stated herein by giving notice in writing to the other Party, 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.

16.4. 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.

16.5. Business Relationship. The Parties acknowledge that Developer is not an agent, joint venturer, or partner of either the City.

16.6. 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.

16.7. Force Majeure. Neither No Party shall be liable for, and the Parties 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.

16.8. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

16.9. Liability of Officials. No City official or employee shall be personally liable under this Agreement.

16.10. Delegation. Any reference to any City body, official or employee in this Agreement shall include that the designee of that body, official or employee, except where delegation is prohibited by law.

16.11. 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.

16.12. 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.

16.13. 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.

16.14. 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.

16.15. Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits, this Agreement shall prevail.

16.16. 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: Exhibit 2: Exhibit 3:

Exhibit 1: Legal Description

Exhibit 1.A Consent to Recordation

Exhibit 2: ~~Applicable~~ Development Impact Fees

Exhibit 3: Project Major Infrastructure

Exhibit 4: SEPA Major Infrastructure

Exhibit 5: Project Major Infrastructure Obligations

Exhibit ~~46~~: Elk Grove City Council Resolution 2015-

16.17. Compliance with Laws. In connection with its performance under this Agreement, Developer shall comply with all applicable present and prospective Laws. Applicable Law.

16.18. 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.

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

IN WITNESS WHEREOF, this Agreement has been executed as of this [redacted] day of [redacted], 2015.

**CITY OF ELK GROVE**

By: \_\_\_\_\_  
Name:  
Title: City Manager

By: \_\_\_\_\_  
Name:  
Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title: City Attorney  
City of Elk Grove

**SOUZA ELK GROVE, LLC**

By: \_\_\_\_\_  
Name: Gerry N. Kamilos  
Title: Manager Member

and

By: \_\_\_\_\_  
Name: **[Souza Dairy Limited Partnership]**  
Title: **[Property Owner]**  
**Name:**



**EXHIBIT 1**

**LEGAL DESCRIPTION**

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

**EXHIBIT 1.A**

**CONSENT TO RECORDING**

[To be provided]

## 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. ~~Any fee lock described in the Development Agreement shall only be effective ten (10) years from the Effective Date of the Agreement for new fees or shall be null and void based on a breach of the Agreement. Developer shall still pay increased amounts of the fees listed below including but not limited to increases due to an automatic increase built into the fee or a Council approved fee increase. These fees shall be the following, or their equivalent as may be updated from time to time.~~ 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 fee lock described in the Development Agreement shall only be effective for a term not exceeding ten (10) years from the Effective Date of this Agreement; 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. ~~ten (10) years from the Effective Date of the Agreement for new fees or shall be null and void based on a breach of the Agreement. Developer shall still pay increased amounts of the fees listed below including but not limited to increases due to an automatic increase built into the fee or a Council approved fee increase. 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
- Pending Fees applicable to the Project:
  - Southeast Policy Area Cost Recovery Fee Program
  - Southeast Policy Area Drainage Fee
  - Southeast Policy Area Parks Fee
  - Southeast Policy Area Trails Fee
  - I-5 Freeway Sub-Regional Corridor Mitigation Fee<sup>1</sup>

<sup>1</sup> The Parties understand that the I-5 Freeway Sub-Regional Corridor Mitigation Fee will be coming before City Council for consideration of adoption in the foreseeable future. If City Council should adopt the Fee the Fee shall apply to the Project according to the Fee Program terms.

**The Voluntary I-5 Sub-Regional Fee**

The Parties understand that the Voluntary I-5 Sub-Regional Fee will be coming before City Council for consideration of adoption in the foreseeable future. If City Council should adopt the Voluntary I-5 Sub-Regional Fee and if Developer's Project meets the required thresholds of the fee it shall be subject to the fee.

**2. Relationship to 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
- Condition Compliance pursuant to the City of Elk Grove Planning and Application Agreement Section 7 "Processing Fee Agreement"
- Subsequent project processing (entitlement) fees and charges
- Swainson's Hawk Fee
- Agricultural Land Mitigation Fee
- Oak Tree Mitigation Fee

**3. Applicable Other Agency Fees**

The Project shall be subject to all other 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 (SRCSA) Sewer Impact Fee
- SCWA Water Fee
- CCSD Fire Fee
- Sacramento County Transportation Mitigation Fee Program (SCTMFP) Measure A Development Impact Fee
- 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 lock in any outside agency fees.

**EXHIBIT 3**

**PROJECT MAJOR INFRASTRUCTURE**

“Project Major Infrastructure” means the following roads and utility facilities intended to serve the Project on the Property and to extend services beyond the Property to SEPA’s primary employment areas adjacent to the Property:

1. Major Infrastructure Arterial Roadways:

1.1. Big Horn Boulevard from its existing terminus at Cosumnes River College south to and including the crossing of the Shed C Drainage Channel;

1.2. Lotz Parkway from the southeast corner of the Project south to Kammerer Road; and

1.3. Bilby Road from Big Horn Boulevard east to and including the crossing of the Shed C Drainage Channel.

2. Major Infrastructure Primary Utility Facilities:

2.1 Sanitary Sewer Lift Station and Force Mains, which are facilities necessary for and shared with the development areas within Laguna Ridge South;

2.2 Sanitary Sewers: 1) Trunk Sewers from the Lift Station east within the Bilby Road corridor to and including the crossing of the Shed C Drainage Channel and north and south within the Big Horn Boulevard corridor to the extent of the Project’s Big Horn Boulevard construction; and 2) the portions of the Collection Sewers which are located within the Project’s Arterial Roadway construction;

2.3 Storm Drainage: 1) Shed C Drainageway from Big Horn Boulevard east to Lotz Parkway, including those arterial roadway crossings; 2) Trunk Storm Drains and the portions of Local Storm Drains which are located within the Project’s Arterial Roadway construction;

2.4 Domestic Water: Transmission Mains and the portions of the Distribution Mains which are located within the Project’s Arterial Roadway construction;

2.5 Reclaimed Water: Distribution Mains which are located within the Project’s Arterial Roadway construction; and

2.6 Dry Utilities: The electric, gas and telecommunication utility facilities common with the Project’s Arterial Roadway construction.

3. Onsite Roadways: A, B, C, D, E, F, G, H, I, J and K Drives.

4. Onsite Utility Facilities: All utilities required as part of the construction of the Onsite Roadways; and 2) Drainage Basins S1b and S3.

5. Onsite Trail Corridors: Shed C Drainageway and those within the designated Parkways and the extensions of those Trail Corridors through the Parks. Note – these could also be listed as Lots E, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, and GG.

6. Onsite Parks.

**EXHIBIT 4**

**SEPA MAJOR INFRASTRUCTURE**

“SEPA Major Infrastructure” means the following arterial roadways and primary utility facilities required to serve all development areas within the Southeast Policy Area, including but not limited to the Property:

1. Arterial Roadways:

- 1.1. Big Horn Boulevard from its existing terminus at Cosumnes River College south to Kammerer Road;
- 1.2. Lotz Parkway from Whitelock Parkway south to Kammerer Road;
- 1.3. Bilby Road from Bruceville Road east to Lotz Parkway; and
- 1.4. Kammerer Road from Bruceville Road east to Lotz Parkway.

2. Primary Utility Facilities:

- 2.1 Sanitary Sewer Lift Station and Force Mains, which are facilities necessary for and shared with the development areas within Laguna Ridge South;
- 2.2 Sanitary Sewers: All Trunk Sewers and the portions of the Collection Sewers which are located within the Arterial Roadway corridors;
- 2.3 Storm Drainage: Shed C Drainageway from Bruceville Road east to Lotz Parkway; Trunk Storm Drains and the portions of Local Storm Drains which are located within the Arterial Roadway corridors;
- 2.4 Domestic Water: Transmission Mains and the portions of the Distribution Mains which are located within the Arterial Roadway corridors;
- 2.5 Reclaimed Water: Distribution Mains which are located within the Arterial Roadway corridors; and
- 2.6 Dry Utilities: The electric, gas and telecommunication utility facilities common with the Arterial Roadway corridors.

City and Developer hereby acknowledge and agree that the term “SEPA Major Infrastructure,” as used herein, applies to public infrastructure improvements that are designed and intended to serve properties other than the Property, and if Developer elects or is required to design, construct, or otherwise contribute to the costs of SEPA Major Infrastructure, Developer shall, to the extent that Developer incurs such costs in excess of Developer’s fair share, be eligible for reimbursement (in the form of cash or fee credits) consistent with the requirements of Section 7.2 of this Agreement.

**EXHIBIT 35**

**PROJECT MAJOR INFRASTRUCTURE OBLIGATIONS**

It is the Developers intent and obligation to deliver the infrastructure necessary to serve the Project as detailed in the accompanying conditions of approval. As part of this, certain improvements will be concurrently completed which provide a portion of the infrastructure necessary to serve the adjoining employment (office and industrial) lands in the North-East and South Business Parks. This Agreement cannot contemplate all the details and issues that will arise during the course of the design and construction of the Project Major Infrastructure. It is understood that good engineering, construction and environmental practices will likely require the addition of items not detailed in this Agreement. Such may include, but not be limited to construction, drainage or environmental easements/land acquisition, roadway transition sections, utility stubs, intersections, Stormwater Pollution Prevention Plans (SWPPP), etc.

The Project Major Infrastructure contemplated in this Agreement includes the following components, each of which are individually detailed in this Exhibit 3:

1. LRSP Phase III/SEPA Sanitary Sewer Lift Station, Force Mains and Trunk Sewer Mains
2. SEPA Shed C Channel
3. Detention Basins
4. Trail Corridor along Shed C Channel
5. Big Horn Boulevard
6. Lotz Parkway
7. Bilby Road
8. Environmental Agency Permitting
9. Reclaimed Water System
10. Select Bidding Process

With respect to the roadway improvements identified in this Exhibit, the Developer acknowledges that the Property is currently physically landlocked and that certain off-site improvements are necessary, as conditioned on the map, to access the property. Developer shall provide access easements, consistent with the provisions of this Agreement before recordation of the Large Lot Map and transferring any property. Notwithstanding anything in this Agreement or the conditions of approval, Developer is obligated to acquire, dedicate, design, and construct the necessary improvements, to the satisfaction of the City, to provide public access to the site in a quantity, design, and location consistent with City ordinance and the City-adopted Fire Code. Pursuant to this Agreement, these improvements (completion and/or security) may be deferred to the recordation of the Small Lot Map, provided no building permits shall be issued until such time as physical improvements are made or adequate security as determined in the sole discretion of the City is provided.

Given the location of the Project and its relationship to other projects in both the Southeast Policy Area and other development areas (Laguna Ridge, Sterling Meadows, Lent Ranch, collectively and inclusively with the Southeast Policy Area referred to as the New Growth Area), the City intends to provide a process for developers in the New Growth Area to meet,

discuss, and resolve concerns and design constraints and conflicts. Developer shall be responsible for City costs incurred in this process through the normal entitlement, project processing, and implementation mechanisms.

**1. LRSP Phase III/SEPA Sanitary Sewer Lift Station, Force Mains and Trunk Sewers**

**A. Background and Concept:**

The Sanitary Sewer Lift Station (the “Lift Station”) and its associated facilities are the most significant and critical infrastructure required to bring the SEPA employment lands to a developable state. The Lift Station is proposed to be located adjacent to Bilby Road between Big Horn Boulevard and Bruceville Road, from where a Force Main system (“Force Mains”) will carry sewage flows west along the Bilby Road alignment, then north along the Bruceville Road alignment to the existing force main system near Whitelock Parkway. A Trunk Sewer will be constructed east along Bilby Road to and beyond Big Horn Blvd to provide service to the primary employment lands within the SEPA South Business Park (SEPA-SBP).

**Delivery of Lift Station**

The City’s Engineering Consultant Willdan Engineering has been issued task order 15-2 by the City to obtain a sub consultant to work with the City on sewer infrastructure and specifically the Lift Station. Willdan Engineering entered into such contract on February 12, 2015. It is anticipated the consultant will also design the Lift Station and Force Mains and the City intends to undertake all aspects of the delivery of the Lift Station and Force Mains as well as acquisition of the required land (through adopted conditions of approval on prior projects in the Laguna Ridge Specific Plan), easements or rights-of-way. The City has in its 2015-2016 budget allocated over 5 million dollars in general fund reserves to move forward with the Lift Station. This money will be repaid by future revenues generated by development in the SEPA.

Should Developer become concerned about the time in which it is taking the City to move forward with delivery of the Lift Station it may make a request to the City to step in and deliver the Lift Station. Should the City approve such request it will provide to Developer all studies, plans and project-related documents prepared-to-date at no immediate cost to Developer. City design expenses may be reimbursed to the extent they are covered by an applicable fee program. Developer shall pay all applicable fees related to the subject infrastructure. Developer will proceed at its own cost, subject to credit/reimbursements as provided by Sacramento Area Sewer District (“SASD”). If the City allows the Developer to step in it will work with Developer and SASD to assist in a timely delivery of the Lift Station and Force Mains and to determine the most expeditious way to provide reimbursement.

In the event that the City has not built the Lift Station and Force Mains but the Developer is at the point where it can’t move forward with occupancy of its Project without the Lift Station and Force Mains the City will consider Interim service opportunities, as may be approved by SASD, for interim storage and/or pumping of sewage flows from completed structures within SEPA-SBP and/or Project.



B. Developer Obligation:

1. Payment of any required impact fees for sewer service, which, in addition to covering other facilities and improvements, is intended to repay the City for its advancement of the Lift Station and Force Mains.
2. Finance, design and construct the Trunk Sewer to service the primary employment lands within the Project to the Project's southern boundary with the South Business Park at Bilby Road and Big Horn Boulevard
3. Dedicate any right-of-way or easement required to construct the Trunk Sewer within the Project.

2. **SEPA Shed C Drainageway (the "Drainageway"), Stormwater Detention/Stormwater Quality Basins (the "Basins") and Drainageway Trail Corridor (the "Trail Corridor")**.

A. Background and Concept:

The Drainageway and Basins are critical elements of the overall SEPA Land Plan, providing both a stormwater control system and an open space and trail corridor. In keeping with its role as overall SEPA project sponsor, the City has moved forward with a 35% design, land acquisition, construction cost estimates and the environmental permitting of the Drainageway and its associated facilities.

During this early design effort, it has become apparent there are two logical and separate phases of the Drainageway, primarily known as the upstream and downstream of Big Horn Boulevard segments. Developer's Project encompasses the northern portion of the entire upstream segment, and as such has a potential independent utility capability.

In conformance with City Council direction at its May 13, 2015 meeting, the upstream segment may proceed with environmental permitting, design and construction independent of the downstream segment to the extent allowed by the Permitting Agencies (e.g., US Army Corps of Engineers, US Fish and Wildlife Service, California Department of Fish and Wildlife). The City intends to complete permitting for the upstream segment and will coordinate with and involve the Developer in the process. Given the City's desire to bring the employment lands forward expeditiously for development, it intends to work with the permitting agencies to complete the permitting for the upper reach as soon as practical. This is in the mutual interest of the Parties.

The City will assist the Developer with acquisition of the drainage right-of-way along the upstream portion but off-site of the Project (within the South Business Park), including any consideration of necessary eminent domain proceedings; however, all costs associated with acquisition of any kind shall be the responsibility of the Developer. Such costs are included as reasonable expenditures in the Southeast Policy Area Drainage Fee Program and may be creditable towards the Project's required fee payments.

B. Developer Obligation:

Developer is responsible for those storm drainage facilities upstream of Big Horn Boulevard including:

1. Providing land (either by dedication to the City or by special fee program acquisition, for the Project's portion of the Drainageway (full width, including basin outfalls), Basins (S1b and S3) and Trail Corridor. Such lands shall be in substantial conformance to those land areas identified on the Large and Small Lot Tentative Subdivision Maps and the Southeast Policy Area Strategic Plan.
2. Acquisition of land (either by dedication to the City or by special fee program acquisition, for that portion of the Drainageway (full width, including basin outfalls) and Basins (S1b and S3) identified in the Southeast Policy Area Strategic Plan on the properties adjacent to the south boundary of the Property.
3. Design and construction of the entire Drainageway (full width, including basin outfalls) and Basin (S1b and S3) system upstream of Big Horn Boulevard as a single project, subject to the Southeast Policy Area Drainage Fee Program credit/reimbursement as provided under the adopted program. Developer reserves the right to:
  - 3.1. Design and construct Drainageway consistent with the City's applicable Reimbursement Policies and Procedures as part of its private Project improvements;
  - 3.2. Defer design and construction of individual Basins until they are needed to meet stormwater attenuation and quality of their respective drainage subsheds;
  - 3.3. Defer design and construction of roadway crossing culverts and major utility crossings until those roads and utility systems are constructed; as described in sections 3 (Big Horn Boulevard), 4 (Lotz Parkway), and 5 (Bilby Road) of this Exhibit; however, the improvements relative to Bilby Road, including, without limitation, installation of water (potable and recycled), sewer, drainage, electrical, gas, and telecommunications utilities, culverts, and, at a minimum, one vehicle travel lane in each direction, from the intersection of Big Horn Boulevard and Bilby Road to the Shed C culvert shall be completed prior to issuance of the 501st single family residential building permit within the Project and
  - 3.4. Design and construct certain portions of the Project in advance of construction of the Drainageway by providing interim storm drainage facilities, to the satisfaction of the City, within the Property which meet or exceed requirements for stormwater attenuation/quality. Such interim facilities shall be at the sole cost of the Developer.
4. Construction of the Drainageway by Developer shall include the required outfall structures from the basins which outfall to the upstream portion of the Drainageway. These shall be creditable improvements under the SEPA Drainage Fee Program.
5. Design and construction of the Trail Corridor within the Property, subject to credits/reimbursements associated with any existing or special fee program. Developer reserves the right to:
  - 5.1. Defer design and construction of that portion of the Trail Corridor within the

area designated by the SEPA SPA as Village Center (MUV) except as provided in Section 4.3 below; and

- 5.2. Defer design and construction of those portions of the Trail Corridor which may be deemed as grade-separated crossings at Big Horn Boulevard and Bilby Road until those roads are constructed and servicing utility systems are extended to those locations.
- 5.3. If development of the MUV does not progress to a point where that portion of the Trail Corridor will be constructed as a part of the MUV development, within 5 years of the Effective Date, Developer shall construct a temporary corridor within the MUV along the Drainageway. Such interim trail section may be subsequently closed and demolished as part of the development of the MUV and such an interim facility is not eligible for reimbursement.

### **3. Big Horn Boulevard**

#### **A. Background and Concept:**

The extension of Big Horn Boulevard south from its current terminus adjacent to the Cosumnes River College satellite campus (CRC), just north of Poppy Ridge Road, is one of the primary access points to the Project and, subsequently, would provide access to various employment lands in SEPA.

This road alignment has existing houses located within the future right-of-way on both the east and west sides, north of the Property and on lands not in Developer's control. In order to facilitate construction of Big Horn Boulevard, it is necessary to acquire this right-of-way and relocate or acquire the houses. Phasing may allow an initial phase of the Project to occur with the acquisition/relocation of only one house. These costs have been allocated in the City's current Roadway Fee Program. The City intends to assist the Developer in procuring this right-of-way, if upon a good faith effort the Developer is unable to acquire the property by itself.

Sanitary sewer and storm drain utilities which service SEPA's westerly "Piano Key" properties (those properties north of the Project and south of Poppy Ridge Road) will be located in Big Horn Boulevard south of Poppy Ridge Road. To the extent that these improvements provide an oversizing of infrastructure beyond what is necessary to serve the Project, the City and the Developer acknowledge that these improvements may be subject to SCWA and SASD fee credits and reimbursements to extent these facilities are included in these agencies impact fee programs.

Pursuant to the SEPA Strategic Plan (Community Plan Policy SEPA-2 and corresponding Action 5), the City may allow the design and construction of portions of arterial or thoroughfare roadways to be deferred where capacity associated with such portions is not immediately needed to meet Level of Service goals set forth in the General Plan and/or applicable environmental document(s). If the deferral involves improvements within or adjacent to a development and the improvements are not eligible under the Elk Grove Roadway Fee Program, the City will require the Developer to make an in-lieu payment pursuant to Elk Grove Municipal Code Chapter 12.03 or establish and/or participate in a finance mechanism acceptable to the City to fund the deferred improvement.

**B. Developer Obligation:**

1. Acquire offsite right-of-way and temporary construction easements needed to construct Big Horn Boulevard. Developer will dedicate right-of-way and easements for land within Project.
2. Finance, design and construct Big Horn Boulevard and the associated utilities, including water main and joint trench. The cross-section of roadway shall be consistent with the SEPA SPA and Laguna Ridge Specific Plan (as applicable) and as illustrated on the Project Tentative Subdivision Maps, and as described in the Conditions of Approval, to the satisfaction of the City.
3. Dedicate right-of-way and utility easements required to construct Big Horn Boulevard within the Project as part of its standard final mapping processes.

**4. Lotz Parkway**

**A. Background and Concept:**

Future Lotz Parkway may be considered the primary north-south transportation access to the eastern portion of the Project and, ultimately, both the East and South Business Park. As such, it may be considered an “early-order of work” coincident with development of the eastern portions of SEPA.

This road alignment extends beyond the Project’s boundary on lands not in Developer’s control for either a northerly connection to Poppy Ridge Road or a southerly connection to Kammerer Road. In order to facilitate construction of Lotz Parkway, it is necessary to acquire off-site right-of-way.

Development of the eastern portions of the Project will require a point of access to an existing arterial road. Such access may be attained by the extension of Lotz Parkway in either a northerly or southerly direction, or by the extension of existing Kyler Road from its terminus just west of Promenade Parkway through the Sterling Meadows project to where it connects to the Project at ‘A’ Drive.

Developer will provide, at a minimum one of the 3 access solutions as a part of its development of the eastern portions of the Project.

Similar to Big Horn Boulevard, significant sanitary sewer and storm drain utilities which service SEPA’s easterly “Piano Key” properties (those properties north of the Project and south of Poppy Ridge Road) and the East Business Park will be located in the Project’s frontage of Lotz Parkway. To the extent that these improvements provide an oversizing of infrastructure beyond what is necessary to serve the Project, the City and Developer acknowledge that these improvements may be subject to SCWA and SASD credits or cash reimbursement to extent these facilities are included in these agencies impact fee programs.

Pursuant to the SEPA Strategic Plan (Community Plan Policy SEPA-2 and corresponding Action 5), the City may allow the design and construction of portions of arterial or thoroughfare roadways to be deferred where capacity associated with such portions is not immediately needed to meet Level of Service goals set forth in the

General Plan and/or applicable environmental document(s). If the deferral involves improvements within or adjacent to a development and the improvements are not eligible under the Elk Grove Roadway Fee Program, the City will require the Developer to make an in-lieu payment pursuant to Elk Grove Municipal Code Chapter 12.03 or establish and/or participate in a finance mechanism acceptable to the City to fund the deferred improvement.

For purposes of providing transportation access to the primary employment lands within the SEPA-SBP and SEPA-EBP and the easterly access to the Project, this Agreement will identify the obligations associated with the Lotz Parkway southerly connection to Kammerer Road.

Developer will acquire/dedicate rights-of-way, design and construct Lotz Parkway consistent with the Conditions of Approval, including the water transmission main, joint trench and culverts from the Lent Ranch Mall/Sterling Meadows storm drainage facility into the SEPA Drainageway. The surface improvement costs for this work have been allocated in the City's Roadway Fee Program.

**B. Developer Obligation:**

1. Acquire offsite rights-of-way and temporary construction easements needed to construct Lotz Parkway. Developer will dedicate rights-of-way and easements for land within Project.
2. Finance, design and construct Lotz Parkway and the associated utilities, including water main and joint trench.
3. The ultimate cross-section of roadway shall be consistent with SEPA SPA and Sterling Meadows approvals (as applicable) and as illustrated on the Project Tentative Subdivision Maps, and as described in the Conditions of Approval to the satisfaction of the City
4. Dedicate rights-of-way and utility easements required to construct Lotz Parkway within the Project as part of its standard final mapping processes.

**5. Bilby Road**

**A. Background and Concept:**

Future Bilby Road may be considered the primary east-west transportation and utility access to the primary employment lands within SEPA, in particular the SEPA South Business Park. As such, it may be considered a "first-order of work".

Developer will design and construct Bilby Road from Big Horn Boulevard easterly through the Project and across the Drainageway. The Trunk Sewer, water, storm drain and dry utilities for service to the SEPA-SBP will be included in this work. Additional off-site improvements may be necessary to provide access to the Property.

Pursuant to the SEPA Strategic Plan (Community Plan Policy SEPA-2 and corresponding Action 5), the City may allow the design and construction of portions of arterial or thoroughfare roadways to be deferred where capacity associated with such

portions is not immediately needed to meet Level of Service goals set forth in the General Plan and/or applicable environmental document(s). If the deferral involves improvements within or adjacent to a development and the improvements are not eligible under the Elk Grove Roadway Fee Program, the City will require the Developer to make an in-lieu payment pursuant to Elk Grove Municipal Code Chapter 12.03 or establish and/or participate in a finance mechanism acceptable to the City to fund the deferred improvement

**B. Developer Obligation:**

1. Acquire off-site rights-of-way and temporary construction easements needed to construct Bilby Road to the extent necessary. Developer will dedicate rights-of-way and easements for land within Project.
2. Finance, design and construct the Bilby Road improvements and the associated utilities, including the Drainageway crossing.
3. If rights-of-way and easements cannot be reasonably obtained from offsite property owners, the Developer may end its construction at the north bank of the Drainageway and provide an in lieu fee, to the satisfaction of the City, for that portion of construction which would have occurred within the Project's boundary.
4. With regard to the portion of Bilby Road from Big Horn Boulevard to the Shed C culvert, the Developer shall complete construction of all improvements, including, without limitation, installation of water (potable and recycled), sewer, drainage, electrical, gas, and telecommunications utilities, culverts, and, at a minimum, one vehicle travel lane in each direction, from the intersection of Big Horn Boulevard and Bilby Road to the Shed C culvert, prior to issuance of the 501<sup>st</sup> single family residential building permit within the Project.

**6. Environmental Agency Permitting**

**A. Background and Concept:**

The City has taken the lead in obtaining all required environmental permitting necessary to construct both the Phase 1 Drainageway improvements and the SEPA Major Infrastructure Improvements. This process is underway currently. The City will coordinate with and involve the Developer (and their technical staff) in the process.

Should Developer become concerned about the time in which it is taking the City to move forward with obtaining all required environmental permits necessary to construct both Phase 1 Drainageway improvements and the SEPA Major Infrastructure Improvements it may make a request to the City to step in and obtain the necessary permits. Should the City approve such request, which approval shall not be unreasonably denied, it will provide to Developer all documents prepared-to-date. Developer will proceed at its own cost, subject to applicable credits and reimbursements available from the City. If the City allows Developer to step in, the City will reasonably cooperate with Developer to the extent necessary in the timely issuance of all required environmental permits and to determine the most expeditious way to provide reimbursement.

B. Developer Obligation:

1. Provide all Project-related environmental investigations, studies and agency verification documents to City for use in its permitting process.
2. Provide Property access to City, its contractors and agents as may be needed for the permitting process.
3. Provide Project's environmental consultants, at Developer's cost, to participate in City's preparation of permit applications, permit strategies and agency meetings.

**7. Reclaimed Water System**

A. Background and Concept:

SEPA received environmental and land use entitlements without a requirement from SCWA or SASD for a reclaimed water system to provide landscape irrigation. City desires to incorporate a reclaimed water system within SEPA as a matter of prudent public policy. City will work with SCWA in an attempt to attach/annex the SEPA to the Zone 40 Special Service Area A or will work with SCWA to create a separate special service area, if possible..

Developer understands benefit of reclaimed water, but is concerned with the added cost burden of such a system without assurance of the availability of a reclaimed water supply.

Developer shall incorporate a landscape water irrigation system as part of the SEPA Major Infrastructure and Project improvements as specified below:

1. SCWA and SASD intend to provide a reclaimed water supply to SEPA within 10 years of the Effective Date of this Agreement.
2. Reimbursement, including cash and/or fee credits, for components of the reclaimed water system shall be available to the extent provided by City and SCWA, provided that Developer shall not be entitled to reimbursement by both City and SCWA for costs incurred by Developer for the same improvement components, in other words, duplicative reimbursements shall not be allowed~~Reimbursement for components of the reclaimed water system may be available as applicable under Zone 40 Special Service Area A or other applicable special service area.~~

B. Developer Obligation:

1. Include design and construction of a reclaimed water system, as part of its Project Major Infrastructure obligations set forth in this Exhibit 35.
2. Include design and construction of a reclaimed water system within the Project to serve the parks and landscape corridors consistent with the conditions of approval. Developer will prepare a schematic plan of this reclaimed water system for review and approval by City and SCWA.

## **8. Select Bidding Process**

Developer desires to incorporate the Project Major Infrastructure roadway construction (2 center lanes and median) identified in this Exhibit ~~3-5~~ into its larger Project construction bidding, which may combine the roadway work with the other Project Major Infrastructure drainage and utility work and the Project's mass grading and subdivision improvements.

Developer will use a "Select Bidding Process" (SBP) for a larger scope of construction work which provides significant advantages over separately bidding just the construction of 2 center lanes and median, including:

1. A completely competitive and prevailing wage public bidding process assuring proven construction contractor competency.
2. Not having 2 or more independently contracted construction contractors doing work on the site at the same time.
3. The combined size of the Project Major Infrastructure and Project on-site work will allow more competitive pricing than if construction work components are bid separately.

The City finds the SBP process as described to be analogous to the City's reimbursement policy for public infrastructure in that that competitive bidding will occur and prevailing wage will be paid.

### **A. Developer shall:**

1. Develop and implement a Request for Qualifications (RFQ) for the combined initial phases of both the major infrastructure and Project on-site.
2. Evaluate and short list 3 or 4 qualified prevailing wage construction contractors for a select public bid process.
3. Administer the bidding process of the combined Project Major Infrastructure and Project on-site construction work to the select contractors with clear lines of separation for publicly reimbursable work items.
4. Award of the work to the overall lowest qualified bidder for the City reimbursable work items.



**EXHIBIT 46**

**Elk Grove City Council Resolution 2015-**

**[Attached]**

**From:** Connie Conley [<mailto:connie4eg@frontiernet.net>]  
**Sent:** Tuesday, July 14, 2015 10:32 AM  
**To:** George Murphey; Frank Maita; Kevin Spease; Amy Tong; Fedolia Harris  
**Cc:** Christopher Jordan; Darren Wilson; Gary Davis; Patrick Hume; Steve Ly; Darren Suen; Lynn Wheat; Linda Ford; [cameronjmacdonald@gmail.com](mailto:cameronjmacdonald@gmail.com); Bryan Gold; Dan Gougherty; Laura Gill; Jonathan Hobbs; Nikki Carpenter; Rachell Reinwald; Robert Lehner; [sharona@citlink.net](mailto:sharona@citlink.net); [GSREHA@aol.com](mailto:GSREHA@aol.com); [markjdoty@yahoo.com](mailto:markjdoty@yahoo.com); Jeff Owen  
**Subject:** Souza Daily SEPA Project re Trails

Dear Elk Grove Planning Commissioners,

As this is a very large project with many components, one or two emails, along with three minutes wouldn't even begin to cover what is transpiring with the Souza Dairy project, the development agreement, and most certainly the proposed trails.

At the last Elk Grove City Council meeting, Mark Doty spoke at public comment regarding the proposed trails for this project. In his opinion, which many of us have come to trust and count on, they are totally inadequate.

In Mark's own words in a comment on *Elk Grove News*, he states, "Please take the time to contact the Council/Planning Commission and tell them 21 trail crossings is far too many and the future residents of this development deserve better."

We have heard from this body as well as the Council what an excellent job the Trails Committee has done here in Elk Grove.

I won't drag on with this email. Simply stated, please take the trail committee's and Mark's recommendations under earnest consideration.

As with any project of this magnitude, we only have one shot to get it right. Please ensure that it is for all concerned including the future home buyers, their children, and not just the applicants.

Sincerely yours,  
Connie Conley

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**From:** Connie Conley [<mailto:connie4eg@frontiernet.net>]  
**Sent:** Monday, July 13, 2015 11:59 AM  
**To:** George Murphey; Frank Maita; Kevin Spease; Amy Tong; Fedolia Harris  
**Cc:** Christopher Jordan; Darren Wilson; Gary Davis; Patrick Hume; Steve Ly; Darren Suen; Lynn Wheat; Linda Ford; [cameronjmacdonald@gmail.com](mailto:cameronjmacdonald@gmail.com); [eortiz@sacbee.com](mailto:eortiz@sacbee.com); Bryan Gold; Dan Gougherty; Laura Gill; Jonathan Hobbs; Nikki Carpenter; Rachell Reinwald; Kathy Lee; Robert Lehner; [sharona@citlink.net](mailto:sharona@citlink.net); [GSREHA@aol.com](mailto:GSREHA@aol.com)

**Subject:** Re: Wheat Op Ed & Souza Daily Project - Item 5.2

And to the Elk Grove City Council members copied here:

What is the urgency on this project? Why a special meeting? You have one Elk Grove City meeting scheduled in August? Why couldn't this project be heard at that time. Why the rush? Does that mean, this project is going to receive a rubber stamped approval. Will the home buyers be assessed additional fees to fund community projects in the area which has not been disclosed?

Connie

Also, one typo corrected below. It is approval, instead of approve in the first paragraph.

**From:** [Connie Conley](#)  
**Sent:** Monday, July 13, 2015 11:46 AM  
**To:** [gmurphey@elkgrovecity.org](mailto:gmurphey@elkgrovecity.org) ; [Frank Maita](#) ; [kspease@elkgrovecity.org](mailto:kspease@elkgrovecity.org) ; [Amy Tong](#) ; [fharris@elkgrovecity.org](mailto:fharris@elkgrovecity.org)  
**Cc:** [cjordan@elkgrovecity.org](mailto:cjordan@elkgrovecity.org) ; [dwilson@elkgrovecity.org](mailto:dwilson@elkgrovecity.org) ; [Gary Davis](#) ; [phume@elkgrovecity.org](mailto:phume@elkgrovecity.org) ; [Steve Ly](#) ; [Darren Suen](#) ; [Lynn Wheat](#) ; [Linda Ford](#) ; [cameronjmacdonald@gmail.com](mailto:cameronjmacdonald@gmail.com) ; [eortiz@sacbee.com](mailto:eortiz@sacbee.com) ; [Bryan Gold](#) ; [Dan Gougherty](#) ; [Laura Gill](#) ; [Jon Hobbs](#) ; [Nikki Carpenter](#) ; [Rachell Reinwald](#) ; [Kathy Lee](#) ; [Robert Lehner](#) ; [sharona@citlink.net](mailto:sharona@citlink.net) ; [GSREHA@aol.com](mailto:GSREHA@aol.com)  
**Subject:** Wheat Op Ed & Souza Daily Project - Item 5.2

Dear Elk Grove City Planning Commissioners,

I would like to draw your attention to Lynn Wheat's Op Ed published on *Elk Grove News* regarding the Souza Dairy Project which is before his body for approval at Thursday's night's planning commission meeting. Lynn's involvement in Elk Grove City government is long standing, and frankly, we need more people to be as passionate and informed as Lynn is about our city and its future.

<http://www.elkgrovenews.net/2015/07/opinion-in-elk-grove-past-performance.html>

The people of Elk Grove have heard repeatedly from our elected leaders that both the Southeast Planning Area (SEPA) and Sphere of Influence (SOI) application, past and present, before LAFCo is about **"bringing jobs to Elk Grove."** We have also heard time and time again, it is about **"conquering the housing to jobs imbalance."** In fact, Elk Grove City Council member Steve Ly ran on that very platform as did Mayor Gary Davis in his mayoral re-election bid.

The staff report cover memo regarding the Souza Dairy Project in the SEPA addresses the thousands of homes that are planned to be built on the 375 acres, but only addresses "11 large lots for high density, commercial and mixed use." Unfortunately, I cannot pull up the entire report on my computer because the file is too large. I cannot even see who the lead

staff person is on this project to I will ask Darren Wilson and Christopher Jordan: ***How much land is earmarked for commercial use?***

And to each of you I ask and would appreciate a response:

- Given the future goals and objectives of city leaders, if you agree with this project, what is the reasoning for approving 1,091 new homes scheduled to be built on the land?
- Again, since I cannot read the staff report, and I am told by others, they cannot pull it up as well, please explain what the exact breakdown is for the large 11 lots. How much land is earmarked for commercial use -- meaning use that would presumably bring jobs to Elk Grove?

Now I fully admit, and this is where my very Republican friend Linda Ford's influence has had on me, the owners of this property have every right to do what they wish with their land if it is within Elk Grove's General Plan, and I get that.

However, and here is the "Dr. Phil but," and something that needs to be finally addressed: If both the SEPA and any SOI, and possible future annexation to expand our city's borders, is about "bringing jobs to Elk Grove" by planning large commercial parks in order to attract large employers, why are we seeing straight out of the gate, the first SEPA item before you for approval, a large housing project?

Isn't it true that the people of the city are being told this is about "jobs," when the actual truth is it is about bringing more housing developments to Elk Grove? Hasn't the time finally arrived when Elk Grove citizens should finally be told exactly what the plans are for the future? We see from the project before you, it is about more houses. Isn't that true? Will we see the same when the other SEPA projects come before this body for approval?

Can you understand when active citizens are told one thing and then the proverbial rug is pulled out when the plans are up for approval we get the exact opposite. Can you then understand why the frustration and subsequent criticism?

For those of us who have been around and active since incorporation, who contribute as much as we have to make our city the best it can be, can handle the truth. We may not like it one bit or agree, but being told the hard truth can then be respected. Being fed a line of "jobs, jobs" jobs," and then we get "houses, houses, houses" cannot.

And I must address one item personally: Like Lynn, I have been called a critic of this city government because it is then so easy for the lazy thinkers to dismiss us that way. In fact, a very insulting and defamatory adjective was been put out there publicly before my name "Connie."

Yes, I have been a critic of our city government because I believe in a government that should be totally open and transparent, free of oppression and threats. Every citizen of the this city has a right to demand the same of our local government. Yes, I have held this government accountable and rightfully so. The Sacramento County Grand Jury would not have come out with the scathing reports they have if the grand jury didn't absolutely prove what was being alleged.

However, I have also contributed a great deal as well which I know enhanced has our city. A few examples, the Youth Commission, the Big Box Ordinance, the Code of Ethics, the Elk

Grove Automall Gift Card Program, the School Safety and Tobacco Ordinance, the Social Host Ordinance, the In Memoriam Program, the Mayor's Awards, and the Multi-Cultural Commission proposal for the late Newton Ekpo, etc. Can anyone argue that the city of Elk Grove's Youth Commission is not a valuable asset to our entire community?

In closing, I applaud Lynn's courage for writing her Op Ed and her points also need to be addressed.

And finally, I ask of this planning commission, because I do believe you have the "right stuff," tell the people you serve the absolute truth here!

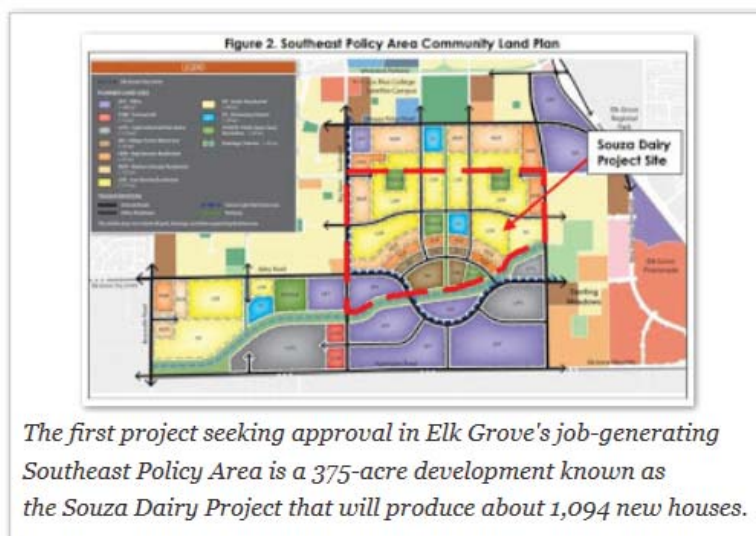
Sincerely yours,  
Connie Conley

# Opinion: In Elk Grove, Past Performance *Does* Guarantee Future Performance

Written By EGN on Monday, July 13, 2015 | 08:45

By Lynn Wheat | July 13, 2015 |

This Thursday at 6:00 p.m., the Elk Grove Planning Commission will be reviewing the City's first development proposal for the Southeast Planning Area (SEPA), the so-called Souza Dairy Project.



*The first project seeking approval in Elk Grove's job-generating Southeast Policy Area is a 375-acre development known as the Souza Dairy Project that will produce about 1,094 new houses.*

SEPA is the last major undeveloped area within current city limits, totaling approximately 1,200-acres. The Elk Grove City Council has said the city's jobs/housing imbalance needs to be corrected and the SEPA "hybrid" plan will bring the jobs the city so desperately needs through employment centers. The City Council agreed to spend roughly \$5.5 million of their budget reserve to install the backbone infrastructure to SEPA to help stimulate economic

development. This is on top of the City paying approximately half a million dollars for the SEPA environmental impact report and consultant fees on behalf of the developers.

Well, judging by the development plan before the Planning Commission, SEPA is well on its way to becoming nothing more than rooftops and broken promises. The Souza Dairy property is approximately 375-acres and will produce 1,094 rooftops, large lots for future high density residential, commercial, and mixed use development along with a school and park sites.

The applicant for the Souza Dairy Project has requested a Development Agreement (DA) with all the conditions for their personal benefit without protections for current or future residents. The City must agree to lock in development impact fees at current rates and to honor the subdivision approval for 20 years; never change any SEPA land regulations for 10 years and never impose a building moratorium on them. The DA does not require the applicant to actually build anything by any specific date including both infrastructure and/or employment generating uses.

What does this all mean?

The entire residential areas could be build out with no commercial, retail or office. How does this DA correct the job housing imbalance or support the policy of our Mayor and Council who have stated a number of times the job/housing imbalance needs to be corrected.

Once the rooftops are built where are the jobs? Houses 1,094, Employment Center, o.

One council member has said build the homes and jobs will follow. It was this belief which created our great job/housing imbalance. Many, many homes were built and many, many jobs did not follow. Is this really the pattern our leaders want to repeat?

It's fair to say that the region builders recognize that Elk Grove is an easy mark. Since the Great Recession, the developers have come to Elk Grove and convinced our leaders to lower all fees to rock bottom prices; reduced our park/open space standards to the bare minimum allowed by State law; minimized their "up-front" cash exposure by having the City "front" the infrastructure and having individual home buyers pay the City back at time of purchase; avoided building parks in subdivisions by merely paying a per unit fee passed on to home buyers; and the grand-daddy of them all, using Development Agreements to tie the City's future hands should we get tired of being taken for a ride.

Remember this SEPA is based on a hybrid flexible plan. Since Elk Grove became a city our leaders have approved 43 general plan amendments and rezones. This SEPA plan, will it bring the long term sustainable quality jobs to our city, or will it be more of the same? Based on our city leader's track record you be the judge.

Elk Grove City Council approved a special meeting to hear this particular project. Plan to attend August 12, 2015 6 p.m.

Testimony of Michael Monasky  
before the Elk Grove Planning Commission  
Thursday, July 16, 2015  
Re: Souza Dairy Development Agreement

This development agreement allows Kamilos, et al, to build over 1,000 sprawl dwelling units, and about 700 high density dwelling units. It's likely each of the sprawl units will have one car for each adult resident. If we estimate two per dwelling unit, that's 3,400 more cars. This will lead to traffic congestion and increased smog and green house gas emissions. As it is, our children suffer high rates of asthma due to Central Valley smog. We live in a smog and ozone non-attainment zone, and risk losing federal transportation funding. Traffic congestion and adverse effects to human health dictate that the city should reopen the environmental review process; it should not rubber-stamp the old EIR.

There are no plans for affordable housing units, just executive sprawl. Of the total sprawl housing acreage, 83% is low density, and just 17% medium density housing. Right now, retail wages lag behind living costs and do not sustain workers who wish to live where they work. Without a plan to make Elk Grove's homes more affordable, workers will be forced to commute, thus increasing car trips, vehicle miles traveled, and green house gas emissions.

This development agreement subsidizes sprawl house building, as it fixes the fees that are already too low to support infrastructure development. Kamilos, et al, will not ever have to pay higher fees, whether they build now, or decades from now. Simple arithmetic tells us that's not sustainable, as fees should rise with inflation and the cost of living.

The city council has promised jobs in the South East Planning Area; not temporary construction jobs, and not poor-paying retail jobs. The staff report refers to SEPA as an employment area, and the plan as an employment plan. Yet the staff report admits that the applicant doesn't have to do anything to bring jobs to the area.

*“The proposed DA does not require the Applicant to actually build anything by any specific date including both infrastructure and/or employment generating uses. As currently drafted, the Applicant could potentially build all residential properties and never develop the Village Center, Mixed-Use, or Office parcels. The DA also prohibits Council-initiated building moratoriums during the life of the DA for all properties within the Souza Dairy Project site.”* [p11 staff report]

This development agreement ties the hands of the city for decades. It flies in the face of reality and ignores the challenges we face from climate change. Global warming affects us all. We live in a valley that is supremely flood-prone. In 1862, a millennial flood created a lake three-hundred miles long and twenty miles wide, from far north in the Central Valley down to below Fresno. So many cattle were killed that the State of California went bankrupt and converted from ranching to farming. Our modern levees, dams, water works, and water management technology cannot save us from such an inundation, what climatologists call *ARkStorm*. <https://en.wikipedia.org/wiki/ARkStorm> Paradoxically, we are now threatened by long-term drought. We are in what paleo-climatologists and science historians refer to as *The Zero Decade*; now is the time to put an end to burning fossil fuels and raping the environment...or else, by the end of this century, our great-grandchildren will suffer climate disasters, political unrest, cataclysmic economic failures, and social chaos.

It's time for Elk Grove to grow up, to find its identity. Just what is the center of Elk Grove? Is it Old Town? Is it Laguna Town Hall? Is it SEPA Village? With no center, Elk Grove has no heart. As it is, Elk Grove has not properly developed its public transit, and has made no civic commitment to its urban personality. Two-thirds of Americans are overweight. Suburban sprawl broadcasts this theme: that, like many other places in America, Elk Grove is a bedroom community of sedentary, retail consumers.





Incorporated July 1, 2000

8401 Laguna Palms Way  
Elk Grove, California 95758

CITY OF ELK GROVE

Telephone: (916) 683-7111  
Fax: (916) 627-4400  
www.elkgrovecity.org

## City of Elk Grove – City Council NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on **Wednesday, August 12, 2015**, at the hour of **6:00 p.m.**, or as soon thereafter as the matter may be heard, the Elk Grove City Council will conduct a public hearing at City Hall in the Council Chambers, 8400 Laguna Palms Way, Elk Grove, California, to consider the following matter:

**SOUZA DAIRY (EG-13-030) – DEVELOPMENT AGREEMENT, LARGE LOT TENTATIVE SUBDIVISION MAP, SMALL LOT TENTATIVE SUBDIVISION MAP, DESIGN REVIEW FOR LARGE LOT TENTATIVE SUBDIVISION MAP AND SMALL LOT TENTATIVE SUBDIVISION LAYOUTS, AND ABANDONMENT:**

The Project consists of a Large Lot Tentative Map to create no more than 45 large area lots. The proposed Small Lot Tentative Subdivision Map will create a total of no more than 1,162 lots, consisting of no more than 1,094 residential lots at varying density, no more than 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 approximately 375.5 acres. The Project proposes a reduced greenway width (30-ft.) next to single-loaded streets. The Project proposes abandonment of easements and/or right-of-way as shown on the maps.

The Project also includes adoption of a proposed Development Agreement between the City and the Applicant. The components of the proposed Development Agreement, as recommended by the Planning Commission, include but are not limited to the following:

- Provide up to a 10-year term for the Large Lot Tentative Map;
- Restrict subsequent development of the Large Lot Tentative Map until completion of improvements or surety is provided;
- Provide up to a 10-year term for the Small Lot Tentative Map from the date of recordation of the Large Lot Map;
- Vest applicable fees for a period of 10-years following recordation of the Small Lot Tentative Map; and
- Vest development standards only in regards to the City's inability to eliminate an established land use designation for a period of 10-years from the effective date of the Development Agreement.

*The Planning Commission reviewed this item and voted 5-0 on July 16, 2015 to recommend the Project, subject to certain changes, which are the following:*

- *Clarification of requirements for reciprocal access agreements across several adjoining large lots*
- *Modification of the terms of the Development Agreement, including:*
  - *Revising the term of the maps as described above; and*

- *Revising Exhibit 3 to specify that prior to issuance of the 501<sup>st</sup> single family residential building permit, the Developer shall construct Bilby Road from Big Horn Boulevard to the southern property line, including one lane in each direction and accompanying water, sewer, drainage, and dry utilities and the culvert crossing at Shed C.*

PROPERTY OWNER:	APPLICANT:	AGENT:	AGENT:
Souza Dairy	Souza Elk Grove, LLC	Shore, McKinley,	Walters Land
Limited Partnership	c/o Kamilos Holdings I,	Conger, and Scott, LLP	Planning
P.O. Box 637	LLC	John McKinley	Bruce Walters
Elk Grove, CA	Ken Allred	(Representative)	(Representative)
95759	(Representative)	3031 West March Lane,	7498 Griggs Way
	1129 Gold River Blvd,	Ste. 230	Sacramento, CA
	Ste. 190	Stockton, CA 95219	95831
	Gold River, CA 95670		

LOCATION/APN: 10220 West Stockton Blvd / APN: 132-0320-006

ZONING: Southeast Policy Area Special Planning Area

ENVIRONMENTAL: Exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) and Section 15162 (No Subsequent EIRs and Negative Declarations required)

Information or questions regarding this item should be referred to Christopher Jordan, (916) 478-2222, or to the office of Development Services – Planning, 8401 Laguna Palms Way, Elk Grove, CA, 95758. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk at any time prior to the close of the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 8401 Laguna Palms Way, Elk Grove, CA, 95758, at or prior to the close of the public hearing.

**This meeting notice is provided pursuant to Section 23.14.040 of Title 23 of the Elk Grove Municipal Code.**

Dated/Published: July 31, 2015

JASON LINDGREN  
CITY CLERK, CITY OF ELK GROVE

**ADA COMPLIANCE STATEMENT**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (916) 478-3635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**SOUZA DAIRY EG-13-030**

APN	OWNER_ADDRESS	CITY	STATE	ZIPCODE
13202900020000	10630 MATHER BL	MATHER	CA	95655
13202900160000	905 WOODRIDGE CT	YUBA CITY	CA	95993
13202900040000	940 EMMETT AV STE 200	BELMONT	CA	94002
13202900200000	3001 I ST STE 200	SACRAMENTO	CA	95816
13202900210000	3620 SAND RIDGE RD	PLACERVILLE	CA	95667
13223400700000	10100 CAPE VERDE DR	ELK GROVE	CA	95757
13202900430000	8820 ELK GROVE BL	ELK GROVE	CA	95624
13200500580000	PO BOX 2500	ELK GROVE	CA	95759
13201510130000	1200 CONCORD AV 200	CONCORD	CA	94520
13202900120000	5916 COUSTEAU CT	ELK GROVE	CA	95758
13203200090000	8499 KAMMERER RD	ELK GROVE	CA	95757
13202900500000	8399 POPPY RIDGE RD	ELK GROVE	CA	95757
13202900420000	937 JACKSON ST	MOUNTAIN VIEW	CA	94043
13202900270000	8389 POPPY RIDGE RD	ELK GROVE	CA	95757
13203200100000	PO BOX 660	PAGOSA SPRINGS	CO	81147
13200500440000	10410 SHELDON RD	ELK GROVE	CA	95624
13202900100000	8651 POPPY RIDGE RD	ELK GROVE	CA	95757
13203000170000	10764 RAU RD	ELK GROVE	CA	95624
13202900290000	69 LINCOLN BL STE A338	LINCOLN	CA	95648
13202900170000	8775 POPPY RIDGE RD	ELK GROVE	CA	95757
13221400020000	1919 SPANOS CT	SACRAMENTO	CA	95825
13202900110000	8659 POPPY RIDGE RD	ELK GROVE	CA	95757
13203000200000	1369 50TH ST	SACRAMENTO	CA	95819
13202900140000	3805 MENDOCINO CT	WEST SACRAMENT	CA	95691
13223400730000	4350 S MONACO ST	DENVER	CO	80237
13203000230000	PO BOX 250	ELK GROVE	CA	95759
13202900190000	9261 SURVEY RD	ELK GROVE	CA	95624
13203200060000	PO BOX 637	ELK GROVE	CA	95759
13223900040000	401 WATT AV STE 4	SACRAMENTO	CA	95864
13202900440000	8310 POPPY RIDGE RD	ELK GROVE	CA	95757
13200501050000	3300 DOUGLAS BL 4-450	ROSEVILLE	CA	95661
13200500620000	3161 MICHELSON DR 425	IRVINE	CA	92612
	1129 GOLD RIVER BLVD. STE. 190	GOLD RIVER	CA	95670
	3031 WEST MARCH LANE. STE. 230	STOCKTON	CA	95219
	7498 GRIGGS WAY	SACRAMENTO	CA	95831
13202900410000	10176 W STOCKTON BL	ELK GROVE	CA	95757
13203200060000	10220 W STOCKTON BL	ELK GROVE	CA	95757
13203000200000	8215 KAMMERER RD	ELK GROVE	CA	95757
13203000230000	8279 KAMMERER RD	ELK GROVE	CA	95757
13200500440000	8296 POPPY RIDGE RD	ELK GROVE	CA	95757
13202900160000	8488 POPPY RIDGE RD	ELK GROVE	CA	95757
13202900170000	8520 POPPY RIDGE RD	ELK GROVE	CA	95757
13202900180000	8540 POPPY RIDGE RD	ELK GROVE	CA	95757
13202900420000	8641 POPPY RIDGE RD	ELK GROVE	CA	95757
13202900190000	8646 POPPY RIDGE RD	ELK GROVE	CA	95757

**SOUZA DAIRY EG-13-030**

APN	OWNER_ADDRESS	CITY	STATE	ZIPCODE
13203000220000	10490 MCMILLAN RD	ELK GROVE	CA	95757
13202900380000	8533 POPPY RIDGE RD	ELK GROVE	CA	95757
13202900420000	8645 POPPY RIDGE RD	ELK GROVE	CA	95757
13203000200000	8211 KAMMERER RD	ELK GROVE	CA	95757

## Public Request Mailing List

Requestor	Contact	Address	City	State	Zip
Adam Broadwell Joseph & Cardoza	Janet Laurain	601 Gateway Boulevard, Suite 1000	South San Francisco	CA	94080
Hock Construction Management, Inc	Les Hock	10630 Mather Blvd.	Sacramento	CA	95655
Northern California Carpenters	Katie Boyd	265 Hegenberger Rd., Suite 220	Oakland	CA	94621
SMUD	Rob Ferrera	6201 S Street, MS B203	Sacramento	CA	95817
Taylor & Wiley	Matt Keasling	2870 Gateway Oaks Dr., Ste 200	Sacramento	CA	95833
Ring Hunter Holland & Schenone	Justin J. Schnitzler	985 Moraga Road, Suite 210	Lafayette	CA	94549
MerloneGeier Partners	Gary S Muljat	3191 Zinfandel Drive, Suite 23	Rancho Cordova	CA	95670
	John Jaeger	9543 Roblin Court	Elk Grove	CA	95758
	J.P. Morgan	2217 Raindance Drive	Roseville	CA	95747

## Agency Mailing List

Agency	Contact	Address	City	State	Zip
Cosumnes Fire Department	George Apple	10573 E. Stockton Blvd.	Elk Grove	CA	95624
Cosumnes Parks & Recreation	Paul Mewton	8820 Elk Grove Blvd. Ste. #3	Elk Grove	CA	95624
Elk Grove Unified School District	Kim Williams	9510 Elk Grove-Florin Road	Elk Grove	CA	95626
Elk Grove Water Services	Bruce Kamilos	9257 Elk Grove Blvd.	Elk Grove	CA	95624
Frontier	Sherry Caballero	9260 E. Stockton Blvd	Elk Grove	CA	95624
Pacific Bell Telephone Company	Astrid Willard	3675 T Street	Sacramento	CA	95816-6648
Pacific Gas & Electric	Donald Kennedy	343 Sacramento Street	Auburn	CA	95603
Sac. Co. Water Resources	Bob Gardner	827 Seventh Street Rm 301	Sacramento	CA	95814
Sacramento Area Sewer District	Amandeep Singh	10060 Goethe Road	Sacramento	CA	95827
SMUD	Erline Applegate	6201 S Street	Sacramento	CA	95817
CA Dept. of Fish and Wildlife	Amy Kennedy	1701 Nimbus Rd., Ste. A	Rancho Cordova	CA	95670
CRWQCB	Liz Lee	11020 Sun Center Dr. #200	Rancho Cordova	CA	95670-6114
Caltrans District 3, Transportation	Eric Fredericks	2379 Gateway Oaks Dr, Ste 150	Sacramento	CA	95833