

ORDINANCE NO. 21-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE ENTERING INTO A DEVELOPMENT AGREEMENT WITH VINTARA HOLDINGS, LLC REGARDING THE DEVELOPMENT KNOWN AS SILVERADO VILLAGE

WHEREAS, the Planning Department of the City of Elk Grove received an application on November 4, 2011 from Silverado Homes dba Vintara Holdings, LLC (the "Applicant") requesting establishment of a Special Planning Area, approval of a Tentative Subdivision Map, and establishment of a Development Agreement for the Silverado Village 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 APNs: 127-0010-002, 017, 040, 104, 105, & 106; and

WHEREAS, Government Code Sections 65864-65869.5 authorize a local agency to enter into development agreements.

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 enter into a Development Agreement with Silverado Homes, dba Vintara Holdings, LLC regarding the development known as Silverado Village.

Section 2: Findings

California Environmental Quality Act (CEQA)

Finding: The Environmental Impact Report has been prepared in accordance with the California Environmental Quality Act (CEQA) and it reflects the independent judgment and analysis of the City.

Evidence: Pursuant to CEQA and the State CEQA Guidelines, an Environmental Impact Report (EIR) has been prepared for the Project. The Notice of Preparation (NOP) for the Draft EIR, which initiated the environmental review process for the Project, was distributed to Responsible Agencies, interested parties, and the public on January 25, 2013. The 30-day NOP comment period was from January 25, 2013 through February 26, 2013.

The Notice of Availability (NOA) for the Draft EIR was released September 27, 2013. The 45-day comment period was from September 27, 2013 through November 11, 2013. The comment period allows Responsible Agencies, interested parties, and the public to submit comments in regards to the adequacy of the Draft EIR. The NOA specified that comments regarding the Draft EIR may be made in writing to the Planning Department or at a public meeting, which was held before the Planning Commission on November 7, 2013.

The Draft EIR has identified the following environmental issue areas as having potentially significant environmental impacts from implementation of the Project:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise
- Transportation and Circulation

In summary, while the majority of potential environmental impacts associated with implementation of the Project would be less than significant or would be reduced to less than significant after imposing the mitigation measures identified in the DEIR, two significant and unavoidable impacts were identified. The significant and unavoidable impacts identified were:

- **Impact 3.3-8:** Potential to have a substantial adverse effect on riparian habitat or other sensitive natural community, specifically the Northern Hardpan Valley Hardpan Vernal Pool, identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.
- **Impact 3.12-2:** Potential to conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system: Freeways. The Project's potential to result in a significant and unavoidable impact associated with State highways is described in Section 3.12 of the DEIR.

As mentioned, the public comment period on the Draft EIR closed on November 11, 2013. In addition to the verbal comments provided at the November 7, 2013 Planning Commission meeting, 48 written comments were received by the City. Staff has prepared responses to each of these comments and documented them in the draft Final EIR, included as Attachment 2 of the February 20, 2014 Planning Commission staff report. None of the comments alter or impact the analysis or conclusions presented in the Draft EIR. Substantial revisions to the EIR and recirculation of the document are not necessary.

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 #1: The proposed Development Agreement is consistent with the General Plan as it provides the opportunity to develop the site with residential and commercial uses consistent with the land use plan in the General Plan. Furthermore, the development plan that the Development Agreement implements includes compliance with General Plan Policy CAQ-7, which allows for density clustering in order to protect natural resources. Resources protected by the Project include wetlands and trees.

Finding #2: The Development Agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

Evidence #2: The Development Agreement provides a mechanism for development of the Project site consistent with the proposed development plan, providing some assurance to area residents and stakeholders that the Project will be implemented consistent with the proposal. It should be noted that Development Agreements may be amended but the same public hearing process shall be followed as provided for the adoption of the Development Agreement.

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

Evidence #3: The Development Agreement promotes orderly development by supporting the proposed Project and ensuring implementation consistent with the proposed development plan. The development plan identifies the necessary water, sewer, storm drainage, and roadway improvements necessary to serve the Project. For example, the Project includes the construction of various on-site improvements to collect, detain, and release stormwater into the existing Whitehouse Creek consistent with existing peak flows. Additionally, the Project includes the upsizing of the Bond Road storm drain system to accommodate a portion of the on-site stormwater flows. This improvement is conditioned to occur concurrently with and as part of the City's upsizing of the same facility to address existing deficiencies in the City's storm drain system. By combining these two upsizing activities together, the City is promoting orderly development and the preservation of property values by limiting disturbance to area residences and business to the extent feasible.

Section 3: Action

The City Council hereby approves and adopts the Development Agreement between the City of Elk Grove and Vintara Holdings, LLC, attached 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 affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 7: Effective Date and Publication

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


ORDINANCE: **21-2014**
INTRODUCED: July 23, 2014
ADOPTED: August 27, 2014
EFFECTIVE: September 26, 2014



GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:


JONATHAN P. HOBBS,
CITY ATTORNEY

Date signed: September 11, 2014

Development Agreement
By and between the City of Elk Grove and
Vintara Holdings LLC (Silverado Homes)
Relative to the Development Known as
Silverado Village (EG-11-046)

This Development Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 20 __, by and between the **City of Elk Grove** (hereinafter "City") and **Vintara Holdings LLC** (hereinafter "Developer") (collectively "Parties"), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Sections 23.16.140 et seq. of the City's Municipal Code, establishing rules, regulations and procedures for the consideration of development agreements.

RECITALS

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

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

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

C. Project Description. The Project is a 230± acre residential community located north of Bond Road and west of Waterman Road in the City of Elk Grove. The Project would develop 651 single family units and up to 125 independent/assisted living/memory care units. The Project also includes two public parks, open space and trails, a detention area/basin, and dedications for public rights-of-way internal to the project and along Bond and Waterman Roads.

D. Property Zoning. The Property subject to this Agreement is zoned Silverado Village Special Planning Area. The Silverado Village Special Plan Area includes, as described above, two villages that provide for single family residential use, totaling 390 dwellings units; an age-restricted village of 261 patio homes and "village core" lodge facility with a maximum of 125 independent living, assisted living, and/or memory care units; 73.9 acres of open space; a 14.8 acre detention basin; and 5.5 acres of parkland.

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

The City's General Plan identifies the Project site for residential uses, including 146± acres of Low Density Residential land, 80± acres of Rural Residential land, and 4± acres of Commercial/Office/Multifamily land. Together, these lands allow for 1,182 dwelling units. The proposed Project includes 651 dwellings units and 125 independent/assisted living/memory care units, which is less than the total allowed under the General Plan.

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

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

F. Vested Rights. In order to strengthen the public planning process and reduce the economic risks of development, by this Agreement the City intends to assist Developer in moving its Project forward in accordance with the terms of this Agreement. Development of the Property in accordance with the terms of this Agreement requires investment by Developer in public facilities, front-end investment in onsite and offsite improvements, dedications of land for public benefit and purposes, and commitment of the resources of Developer to achieve the public benefits of the project for the community.

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

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

SECTION 1. GENERAL PROVISIONS

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

1.2. Development Plan. For purposes of this Agreement, the term “Development Plan” shall refer to the approved zoning for the property (The Silverado Village Special Planning Area, Ordinance 20-2014, provided as Exhibit B and included herein by this reference), the approved Tentative Subdivision Map (Resolution 2014-175) and subject to those Conditions of Approval (provided as Exhibit C and included herein by this reference), and this Agreement. Subsequently approved use permits or other entitlements or approvals (e.g., single family master home plan design review) made in furtherance of the Project shall be deemed thereafter to be an element of the Development Plan. City personnel may make such modifications to the Development Plan in the ordinary course of implementation of development so long as it does not substantially alter the permitted uses, density, or intensity of use, provisions for reservation and dedication of land or conditions, terms, restrictions and requirements relating to the approved Development Plan only for the Project described in this Development Agreement. The City may amend the Silverado Village Special Planning Area and zoning for any other project not described in this Development Agreement.

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

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

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

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

Notice to the City:

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

Notice to the Developer: Vintara Holdings, LLC
c/o Silverado Homes, Inc.
attn: Paul H. Eblen
3400 Douglas Blvd., Suite 270
Roseville, CA. 95747

**SECTION 2.
DEVELOPMENT OF THE PROPERTY**

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

2.2. Applicable Rules, Regulations and Official Policies. The ordinances, resolutions, codes, rules, regulations, official policies and General Plan of the City governing permitted uses, timing and rate of development, density, design, improvements and construction standards and specifications applicable to development of the Property, shall be those rules, regulations and official policies in force at the time of the execution of this Agreement. In the event of any conflict between the terms of this Agreement and Applicable Law, or the terms of this Agreement and any Current Approval, the terms and conditions of this Agreement shall prevail.

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

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

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

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

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

- a. They are applied uniformly to all similar properties or developments in the City;
- b. They do not prevent development of the Property for the uses, the density or intensity of development or the rate or timing of development set forth in the Development Plan; and
- c. They are not in conflict with matters which are specifically addressed in the Development Plan.

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

- a. Such fees, taxes and assessments apply to all private projects or works within the City and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed;
- b. Their application to the Property is prospective as to applications for building and other development permits or approvals of tentative subdivision maps not yet accepted for processing; and
- c. Such fees, taxes and assessments are not exacted for which Developer has otherwise provided mitigation pursuant to the Development Plan.

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

SECTION 3. OBLIGATIONS OF THE PARTIES

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

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

set forth in this Agreement and the Development Plan, provided Developer is not in default under this Agreement.

SECTION 4. MISCELLANEOUS PROVISIONS

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

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

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

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

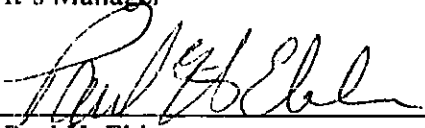
4.5. Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereto, unless such adjustment affects a material part of this Agreement. Notwithstanding any other provisions of this Agreement,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

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

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

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

DEVELOPER
VINTARA HOLDINGS, LLC
BY: SILVERADO REALTY, INC.
It's Manager

By: 
Paul H. Eblen
Vice-President

CITY:

By: _____
Laura S. Gill
City Manager

ATTEST:

By: _____
Jason Lindgren
City Clerk

APPROVED AS TO FORM:


By: 
Jonathan P. Hobbs
City Attorney

Exhibit A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1

All that portion of the Southeast 114 of Section 30, Township 7 North, Range 6 East, M.D.B. & M., described as follows:

Beginning at a point on the South line of said Section 30, located 60 rods West of the Southeast corner of said 114 Section, said point of beginning being the Southwest corner of the East 60 acres of said 114 section, as conveyed by Deed from Augustus E. Bond to E. S. and Laura H. Miller, dated February 10, 1910, recorded February 16, 1910, in Book 285 of Deeds, Page 562; thence North parallel with the East line of said Section 30 and along the West line of the tract so sold to Miller, 160 rods to the North line of said Southeast 114 of Section 30; thence West along the North line of said 114 section, 100 rods to the center of said Section 30; thence South along the West line of the Southeast 114 of said Section 30, 160 rods to a point on the South line of said Section marking the Southwest corner of said Southeast 1/4; thence East, along the South line of said Section 30, 100 rods to the point of beginning.

EXCEPTING THEREFROM those portions lying within Parcels "One" and "Two" of the property granted to the City of Elk Grove by Grant Deed dated March 17, 2005, and recorded May 3, 2005, in Book 20050503, Page 322, of Official Records, and said Parcels more particularly as described as follows:

All that real property situate in the City of Elk Grove, County of Sacramento, State of California, being a portion of the parcel of land described in the deed from Clarence Ryon to County Sanitation District No. 1 of Sacramento County, recorded August 15, 1991, in Book 910815 of Official Records, at Page 1013, Sacramento County Records, and a portion of the parcel of land described in the deed from the State of California to County Sanitation District No. 1 of Sacramento County, recorded on December 3, 1991, in Book 911203 of Official Records, at Page 1477, Sacramento County Records, more particularly described as follows:

Parcel One: Commencing at the Southeasterly corner of said parcel recorded on August 15, 1991; thence North 00°35'55" West 36.00 feet to the true point of beginning; thence, from said true point of beginning, along the Northerly line of Bond Road (lying 36 feet Northerly of centerline), South 89°24'05" West 983.02 feet to the beginning of a curve, concave to the Northeast, having a radius of 25.00 feet; thence Northwesterly 39.27 feet, along said curve, through a central angle of 90°00'00", to a line parallel with and lying 25.00 feet (measured at right angles) Northerly of the Northerly line of Bond Road as described in the deed recorded on February 24, 1994; thence, leaving last said line, and along said parallel line, North 89°24'05" East 844.47 feet; thence North 87°29'32" East 163.64 feet to the Easterly line of said parcel; thence, along last said line, South 00°35'55" East 30.45 feet to the true point of beginning.

Parcel Two: Commencing at the Southwesterly corner of said parcel recorded December 3, 1991; thence, along the Westerly line of said parcel, North 00°40'44" West 36.00 feet to the true point of beginning; thence, continuing along the last said line, North 00°40'44" West 25.00 feet to a line parallel with the lying 61.00 feet (measured at right angles) Northerly of the centerline of Bond Road (variable width); thence, along said parallel line, North 89°24'05" East 1,030.23 feet to the Northerly line of said Bond Road and the beginning of a curve, concave to the East, having a radius of 25.00 feet, to which a radial line bears North 67°00'15" West; thence, along last said line, the following seven (7) courses: 1) Southerly 10.29 feet, along said curve, through a central angle of 23°35'13", 2) South 89°24'05" West 140.00 feet, 3) North 00°35'55" West 5.00 feet, 4) South 89°24'05" West 25.00 feet, 5) South 00°35'55" East 11.00 feet, 6) South 86°49'29" West 200.00 feet, and 7) South 89°24'05" West 663.10 feet to the true point of beginning.

Assessor's Parcel No: 127-0010-104-0000

Parcel 2

All that portion of the Southeast 1/4 of Section 30, Township 7 North, Range 6 East, M.D.B. & M., described as follows:

The West 6.00 acres of the following described 10.00 acre tract:

Beginning 30 rods West of the Southeast corner of said Section 30; thence from said point of beginning West, along the South line of said Section, 30 rods; thence North 53 1/3 rods; thence East 30 rods; thence South 53 1/3 rods to the point of beginning.

EXCEPTING THEREFROM that portion lying within Parcel "One" of the property granted to the City of Elk Grove by Grant Deed dated March 17, 2005, and recorded May 3, 2005, in Book 20050503, Page 322, of Official Records, said Parcel more particularly described as follows:

All that real property situate in the City of Elk Grove, County of Sacramento, State of California, being a portion of the parcel of land described in the deed from Clarence Ryon to County Sanitation District No. 1 of Sacramento County, recorded August 15, 1991, in Book 910815 of Official Records, at Page 1013, Sacramento County Records, and a portion of the parcel of land described in the deed from the State of California to County Sanitation District No. 1 of Sacramento County, recorded on December 3, 1991, in Book 911203 of Official Records, at Page 1477, Sacramento County Records, more particularly described as follows:

Commencing at the Southeasterly corner of said parcel recorded on August 15, 1991; thence North 00°35'55" West 36.00 feet to the true point of beginning; thence, from said true point of beginning, along the Northerly line of Bond Road (lying 36 feet Northerly of centerline), South 89°24'05" West 983.02 feet to the beginning of a curve, concave to the Northeast, having a radius of 25.00 feet; thence Northwesterly 39.27 feet, along said curve, through a central angle of 90°00'00", to a line parallel with and lying 25.00 feet (measured at right angles) Northerly of the Northerly line of Bond Road as described in the deed recorded on February 24, 1994; thence, leaving last said line, and along said parallel line, North 89°24'05" East 844.47 feet; thence North 87°29'32" East 163.64 feet to the Easterly line of said parcel; thence, along last said line, South 00°35'55" East 30.45 feet to the true point of beginning.

Assessor's Parcel No: 127-0010-105-0000

Parcel 3

All that portion of the Southeast 1/4 of Section 30, Township 7 North, Range 6 East M.D.B. & M., described as follows:

Beginning at a point 106 2/3 rods North of the Southeast corner of said Section 30; thence from said point of beginning West 60 rods; thence North 53 1/3 rods; thence East 60 rods; thence South 53 1/3 rods to the point of beginning.

Assessor's Parcel No: 127-0010-017-0000

Parcel 4

The South 1/2 of the Northeast 1/4 of Section 30, Township 7 North, Range 6 East, M.D.B. & M.

Assessor's Parcel No: 127-0010-002-0000

Parcel 5

All that portion of the Southeast 1/4 of Section 30, Township 7 North, Range 6 East, M.D.B. & M., described as follows:

Beginning at a point 53 1/3 rods North of the Southwest corner of said Section 30; thence from said point of beginning West 60 rods; thence North 53 1/3 rods; thence East 60 rods; thence South 53 1/3 rods to the point of beginning. EXCEPTING THEREFROM all that portion conveyed in that certain deed from Central Sanitation District, a political subdivision of the State of California to Wilbur I. Grosz and M. Ophelia Grosz, his wife, recorded January 11, 1977 in Book 770111, Page 499 of Official Records described as follows: The North 11 feet of the following described property:

Beginning at the Southeast corner of Section 30, Township 7 North, Range 6 East, M.D.B. & M.; thence West along the South line of Section 30, 495 feet; thence North 891 feet; thence East 495 feet; thence South 891 feet to the point of beginning.

EXCEPTING THEREFROM the East 42 feet thereof.

Assessor's Parcel No: 127-0010-040-0000

Parcel 6

All that portion of the Southeast 1/4 of Section 30, Township 7 North, Range 6 East, M.D.B. & M., described as follows:

The East 4.00 acres of the following described 10.00 acre tract:

Beginning 30 rods West of the Southeast corner of said Section 30; thence from said point of beginning West, along the South line of said Section 30, 30 rods; thence North 53 1/3 rods; thence East 30 rods; thence South 53 1/3 rods to the point of beginning.

EXCEPTING THEREFROM that portion lying within Parcel "One" of the property granted to the City of Elk Grove by Grant Deed dated March 17, 2005, and recorded May 3, 2005, in Book 20050503, Page 322, of Official Records, said Parcel more particularly described as follows:

All that real property situate in the City of Elk Grove, County of Sacramento, State of California, being a portion of the parcel of land described in the deed from Clarence Ryon to County Sanitation District No. 1 of Sacramento County, recorded August 15, 1991, in Book 910815 of Official Records, at Page 1013, Sacramento County Records, and a portion of the parcel of land described in the deed from the State of California to County Sanitation District No. 1 of Sacramento county, recorded on December 3, 1991, in Book 911203 of Official Records, at Page 1477, Sacramento County Records, more particularly described as follows:

Commencing at the Southeasterly corner of said parcel recorded on August 15, 1991; thence North 00°35'55" West 36.00 feet to the true point of beginning; thence, from said true point of beginning, along the Northerly line of Bond Road (lying 36 feet Northerly of centerline), South 89°24'05" West 983.02 feet to the beginning of a curve, concave to the Northeast, having a radius of 25.00 feet; thence Northwesterly 39.27 feet, along said curve, through a central angle of 90°00'00", to a line parallel with and lying 25.00 feet (measured at right angles) Northerly of the Northerly line of Bond Road as described in the deed recorded on February 24, 1994; thence, leaving last said line, and along said parallel line, North 89°24'05" East 844.47 feet; thence North 87°29'32" East 163.64 feet to the Easterly line of said parcel; thence, along last said line, South 00°35'55" East 30.45 feet to the true point of beginning.

Assessor's Parcel No. 127-0010-106-0000

ORDINANCE NO. 20-2014

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
ESTABLISHING THE SILVERADO VILLAGE SPECIAL PLANNING AREA AND
REZONING PROPERTY TO THE SILVERADO VILLAGE SPECIAL PLANNING AREA**

WHEREAS, the Planning Department of the City of Elk Grove received an application on November 4, 2011 from Silverado Homes dba Vintara Holdings, LLC (the "Applicant") requesting establishment of a Special Planning Area, approval of a Tentative Subdivision Map, and establishment of a Development Agreement for the Silverado Village 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 APNs: 127-0010-002, 017, 040, 104, 105, & 106.

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 adopt the Silverado Village Special Planning Area and apply it as zoning to real property in the City.

Section 2: (Findings)**California Environmental Quality Act (CEQA)**

Finding: The Environmental Impact Report has been prepared in accordance with the California Environmental Quality Act (CEQA) and it reflects the independent judgment and analysis of the City.

Evidence: Pursuant to CEQA and the State CEQA Guidelines, an Environmental Impact Report (EIR) has been prepared for the Project. The Notice of Preparation (NOP) for the Draft EIR, which initiated the environmental review process for the Project, was distributed to Responsible Agencies, interested parties, and the public on January 25, 2013. The 30-day NOP comment period was from January 25, 2013 through February 26, 2013.

The Notice of Availability (NOA) for the Draft EIR was released September 27, 2013. The 45-day comment period was from September 27, 2013 through November 11, 2013. The comment period allows Responsible Agencies, interested parties, and the public to submit comments in regards to the adequacy of the Draft EIR. The NOA specified that comments regarding the Draft EIR may be made in writing to the Planning Department or at a public meeting, which was held before the Planning Commission on November 7, 2013.

The Draft EIR has identified the following environmental issue areas as having potentially significant environmental impacts from implementation of the Project:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise
- Transportation and Circulation

In summary, while the majority of potential environmental impacts associated with implementation of the Project would be less than significant or would be reduced to less than significant after imposing the mitigation measures identified in the DEIR, two significant and unavoidable impacts were identified. The significant and unavoidable impacts identified were:

- **Impact 3.3-8:** Potential to have a substantial adverse effect on riparian habitat or other sensitive natural community, specifically the Northern Hardpan Valley Hardpan Vernal Pool, identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.
- **Impact 3.12-2:** Potential to conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system: Freeways. The Project's potential to result in a significant and unavoidable impact associated with State highways is described in Section 3.12 of the DEIR.

As mentioned, the public comment period on the Draft EIR closed on November 11, 2013. In addition to the verbal comments provided at the November 7, 2013 Planning Commission meeting, 48 written comments were received by the City. Staff has prepared responses to each of these comments and documented them in the draft Final EIR, included as Attachment 2 of the February 20, 2014 Planning Commission staff report. None of the comments alter or impact the analysis or conclusions presented in the Draft EIR. Substantial revisions to the EIR and recirculation of the document are not necessary.

Establishment of Special Planning Area

Finding #1: The proposed SPA is consistent with the goals, policies, and objectives of the General Plan.

Evidence #1: The proposed Silverado Village SPA provides an opportunity to develop the subject property while preserving the wetland features that are present on the property. The density of the proposed land plan is consistent with policy CAQ-7 of the General Plan, which provides opportunities for clustering development in order to preserve natural features. The overall proposed density and intensity of uses is consistent with allowed density and intensity of land uses provided on the General Plan Land Use Map. Proposed uses for the site are consistent with the allowed uses allowed through General Plan Policy LU-3. Therefore, the proposed SPA is consistent with the goals and policies of the General Plan.

Finding #2: That the proposed SPA meets the requirements set forth in EGMC Section 23.16.100.

Evidence #2: The proposed SPA includes all of the mandatory components identified in EGMC Section 23.16.100.D, including, but not limited to a list of permitted uses, particularly in the Village 3 area which provides opportunities for development of a lodge and clubhouse, providing local retail uses for residents in the age-restricted village; performance and development standards for development in all three proposed villages; a legal description for the property; and a listing of reasons for establishment of the SPA.

Finding #3: The area included within the SPA zone has one (1) or more unusual environmental, historical, architectural, land use mixtures, or other specified significant features which justify the adoption of the SPA zone.

Evidence #3: The site of the proposed SPA includes extensive wetlands which will be preserved consistent with the approved 404 Permit for the Project. The proposed SPA will allow for the clustering of development to facilitate this wetland preservation. Additionally, the proposed SPA facilitates the unique development proposed in the Village 3 area through development standards and land use mix that cannot be satisfied through the City's standard zoning regulations. Further, the presence of trees along the shared property line with development to the west, along with concerns expressed by area residents and stakeholders, requires the establishment of unique development standards, such as alternative minimum lot depths, requirements for side lot lines to match those in the adjacent development, and restrictions on development of two story homes. These special requirements are best implemented through the adoption of a SPA.

Finding #4: The features cannot be adequately protected by the adoption of any existing standard zone regulation.

Evidence #4: The protection of trees along the shared property line with development to the west, resident and stakeholder concerns, and the preservation of on-site wetlands through the implementation of the General Plan clustering provisions cannot, together, be adequately implemented through existing standard zoning regulations. For example, the City's standards for single family residential lots do not provide flexibility for lot depth such that the trees along the shared property line could be adequately protected.

Section 3: Adoption of the Silverado Village Special Planning Area

The Silverado Village Special Planning Area, as provided in Exhibit A and incorporated herein by this reference, is hereby adopted.

Further, Section 23.40.020.B of the Elk Grove Municipal Code is hereby amended to read as follows:

B. Designation. On the zoning map, all property within a designated special planning area shall be delineated in a manner similar to that of any other zoning district except that each SPA-zoned area shall also bear a number or name which distinguishes it from other special planning areas. The assignment of the SPA designation and number or name serves to provide a reference to the corresponding special planning area documents and exhibits adopted by the City Council. If there are unique zoning regulations and standards applicable to the land area, such provisions will be established in the adopted special planning area. The following special planning areas have been adopted and designated on the zoning map under the following ordinances:

1. Elk Grove Old Town SPA (SPA 5-6-4);
2. Laguna Community/Floodplain SPA (78-SPA-20);
3. Elk Grove-Florin and Bond Roads SPA (adopted 1989);
4. Laguna Gateway SPA (Ordinance No. SZC 99-0036);
5. Calvine Road/Highway 99 SPA (SPA 5-8-2, Ordinance No. SZC 99-0038);
6. Elk Grove Triangle SPA;
7. Southeast Policy Area SPA (Ordinance No. 16-2014);
8. Silverado Village SPA (Ordinance No. 20-2014)

Section 4: Rezone

Assessor's Parcel Numbers 127-0010-002, 017, 040, 104, 105, & 106 are hereby rezoned to the Silverado Village Special Planning Area as provided in Exhibit B and incorporated herein by this reference.

Section 5: 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 6: 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 7: 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 8: Effective Date and Publication

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

ORDINANCE: **20-2014**
INTRODUCED: July 23, 2014
ADOPTED:
EFFECTIVE:

GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

Date signed: _____

Silverado Village Special Planning Area

City of Elk Grove

August 27, 2014

Silverado Village SPA – Special Planning Area

A. Introduction & Project Overview

The Silverado Village SPA is an approximately 230 acre residential community located north of Bond Road and west of Waterman Road. It is comprised of three Villages which are summarized below.

Village 1 proposes a maximum of 135 single-family detached homes with a minimum lot size of 6,300 sq. ft. The lots abutting Quail Ranch Estates along the western property line are sized to match the width of these off-site lots to the extent possible as described herein.

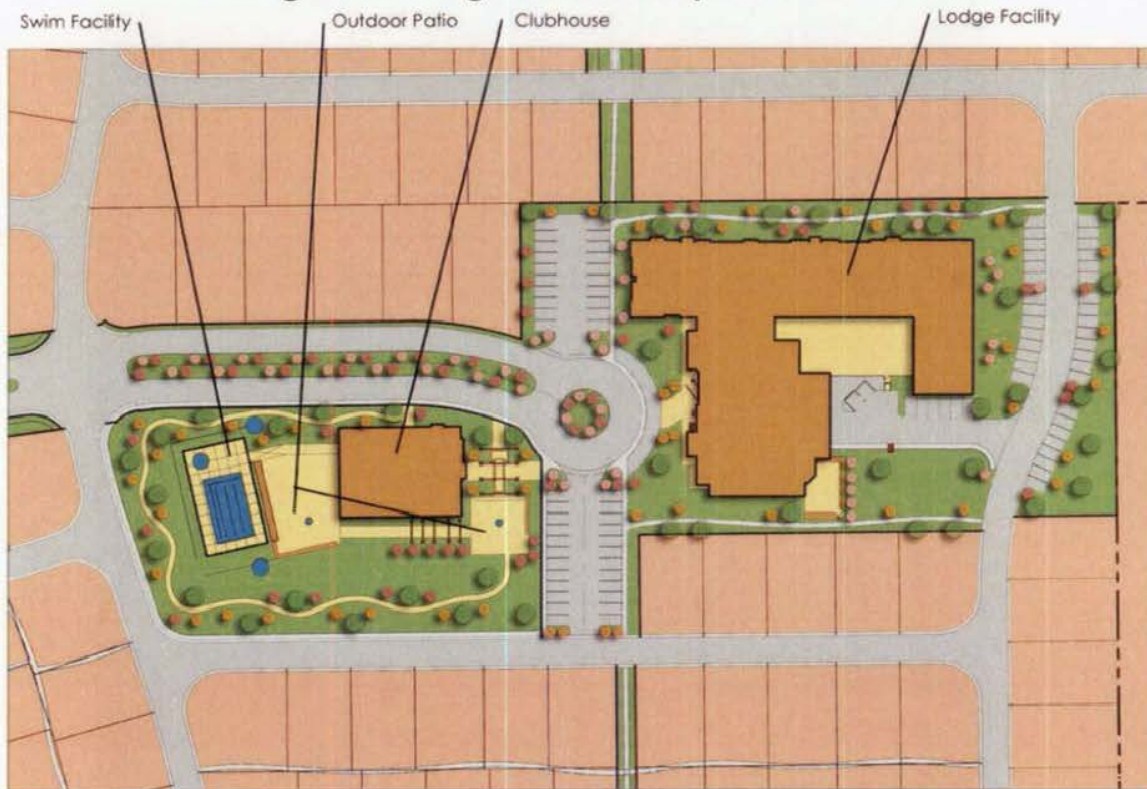
Figure 1: Location Map



Village 2 proposes a maximum of 258 single-family detached homes with a minimum lot size of 5,700 square feet. This neighborhood is well buffered from adjacent properties by Waterman Road and the open space corridor located under the existing power lines on the east, by a 71 acre open space preserve to the north, and by Villages 1 and 3 to the west and south respectively.

Village 3 proposes a maximum 267 active adult patio homes on a minimum lot size of 4,600 sq. ft. as measured from the centerline of the internal private streets to the rear property line. These homes will be single-family detached and generally one story given the preferences of the targeted home buyer. Within the "village core" a Lodge Facility is proposed with a maximum of up to 125 units for independent living, assisted living, and/or memory care for seniors. A Clubhouse and Swim Facility are located adjacent to the Lodge within a well-landscaped campus-like setting, and providing a centrally located gathering space that is easily accessed by residents.

Figure 2: Village Core Concept Site Plan



(Note: Site Plan conceptual purposes only and subject to change with final design.)

Silverado Village provides several unique features, including a 64.5 acre wetland habitat preserve area on the northern portion, augmented by a 6.5 open space parcel, providing for 71 acres of open space area in the northern portion of the property. An additional 15.7 acre open space is designated between Villages 1 and 2. It will be graded to provide adequate storage for a 100-year storm event,

improve flood protection and water quality for urban runoff and will also provide a buffer between villages. The plan also provides 6.1 acres of parkland to meet the needs of residents living in the standard single family housing proposed by Villages 1 and 2, as well as an extensive trail system that can be used by on-site and off-site residents.

B. Reasons for Establishment of an SPA

1. Overview

The enabling legislation granting authority to prepare, process, adopt and implement a Special Planning Area (SPA) is defined by Elk Grove Municipal Code Section 23.16.100. This SPA document is regulatory in nature and serves as zoning for the project site. Development plans, subdivision maps, and site plans for the project must be consistent to both the SPA and the City of Elk Grove General Plan.

Consistent with the City of Elk Grove Zoning Code, this SPA was initiated by the project applicant and considered for approval by the City Council. The proposed Silverado Village project has significant environmental features and land use mixtures that justify the placement of the project site within the SPA land use zone.

2. Objectives Promoted by SPA:

A summary of the Objectives promoted by the Silverado Village are summarized below and provide the basis for the findings made by the City:

- a. *Consistency with General Plan:* The Silverado SPA is consistent with the goals, policies and objectives to the City's General Plan and implements the land use plan. The northerly portion of the project site (80± acres) is designated for Rural Residential and the SPA proposes open space and park uses. The southerly 150± acres of the site is designated for 146± acres of Low Density Residential (LDR) (4.1-7.0 du/ac) and 4± acres of Commercial/Office/ Multi-Family (C/O/MF). The LDR designated area allows for a range of 598 to 1,022 units and the SPA proposes 660. The C/O/MF area is shifted to the middle of Village 3 to allow for a Senior Lodge & Clubhouse.
- b. *Compatibility with adjacent Neighborhoods:* The adjoining Silverado Village 1 proposes lot sizes that are consistent with the existing RD-5 neighborhoods located immediately to the west (Quail Ranch Estates). Village 1 shall be designed to be compatible with the western adjacent neighborhood as provided within this SPA.
- c. *Respect the Site's existing Natural Features:* The SPA designates 71 acres (31% of site) on the northern portion of the property for natural open

space. This is comprised of a 64.5 acre preserve area located to protect sensitive wetland and habitat area and an adjoining 6.5 acre open space parcel. A 3.3 acre open space parcel is also designated under the existing power lines. Additionally, A 15.7 acre open space/detention basin parcel and a 0.6 acre open space/drainage outfall parcel are designated between Villages 1 and 2, which will be re-graded to improve flood protection and capture urban runoff. This basin and outfall will be allowed to naturalize and will provide a visual amenity and buffer between neighborhoods. Lastly, a 3.4 acre open space parcel is provided east of Village 3 under the existing power lines. Considered together, 94.0 acres or 41% of the project site is designated for open space uses.

- d. *Creation of a unique age-restricted community.* Village 3 proposes several unique housing product types that could not be accommodated by standard residential zoning. The single-family detached patio homes are placed on small lots and served by narrow private streets, which is appropriate due to the low traffic volumes experienced with similar senior communities. Pedestrian paseos are placed within Village 3 providing off-street walkways that connect to the Village Core located in the center of this village. The mix of uses proposed in this core area will provide a multitude of amenities and unique gathering destination for the community's residents.

3. Purpose of the Silverado SPA

The Silverado SPA provides for a greater mixture of land uses in this area than could otherwise be permitted under the standard land use zones of Title 23 of the City of Elk Grove Municipal Code.

- a. The Silverado Village SPA along with the City of Elk Grove General Plan and Municipal Code shall regulate zoning and land use for the Silverado Village project. All existing City land use policies, development standards, and roadway improvement standards shall remain in effect except as provided for in this SPA document. In instances where this SPA is different or otherwise contrary to the other development standards, or codes of the City of Elk Grove, the SPA shall prevail and be the controlling document for the project. Where this SPA does not discuss a particular topic, the City's existing zoning shall apply.
- b. The SPA delineates the development plan for the project and addresses associated planning issues.

4. Development Standards & Entitlements

The Silverado SPA does not, in and of itself, entitle any specific development. Rather, it sets up specific development standards and criteria for future development. Successive approvals from the City and other jurisdictional

agencies and service providers are necessary, including but not limited to, Tentative Map approval, Final Map approval and recordation, Improvement Plan review and approval, Grading Permits, encroachment permits, Design Review (as required by Section 23.1.080 (Design Review), Building Permits, and other approvals permits, and licenses.

C. Permitted Uses and Development Standards by Village

1. Village 1:

Village 1 shall be consistent with the RD-5 Zoning designation as defined in Title 23 of the City of Elk Grove Municipal Code.

a. Village 1 - List of permitted uses:

- i. Permitted uses as allowed by the City of Elk Grove RD-5 Zone.

b. Village 1 - Development Standards:

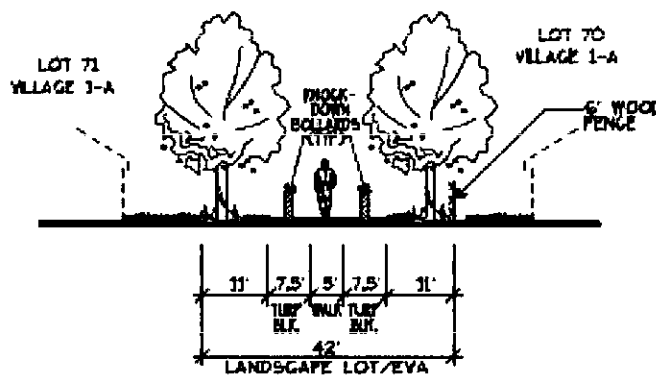
- i. Except as otherwise provided, minimum lot size of 6,300 square feet and typical dimensions of 60' wide x 105' deep measured at the appropriate front, rear, and side yard building setback to ensure product fit. Irregular lots (as defined in the Zoning Code) and those special conditions described in this SPA will vary from the typical dimensions.
- ii. Front, side and rear yard setbacks shall be consistent with the RD-5 zone, unless otherwise excepted herein.
- iii. Except as provided in section c.iii below, the maximum allowed height shall be:
 - 1. Thirty feet (30') for primary structures; and
 - 2. Sixteen feet (16') for accessory structures, or as otherwise regulated by EGMC Section 23.46.040.

c. Village 1 - Site Specific Development Standards & Design Guidelines:

- i. Lots abutting the western boundary adjacent to Quail Ranch Estates shall have lot widths matching the adjacent off-site lots to the extent possible. These lots may measure less than 100' deep provided they comply with the minimum lot size requirement, with the objective being to protect existing trees along the property line or on adjacent property to the extent feasible.
- ii. Minimum rear yard setback for the primary dwelling for lots adjacent to Quail Ranch Estates shall be twenty (20') feet. Deviations to a minimum of fifteen (15') feet may be approved through Master Home Plan Design Review when lot width reductions are required under section iv below.

- iii. Lots abutting Quail Ranch Estates shall be limited to single story homes.
- iv. A solid masonry wall a minimum of six (6') feet in height shall be constructed at the westerly property line abutting Quail Ranch Estates. The wall shall be designed to minimize potential impacts to off-site trees. Potential solutions include, but are not limited to, pier foundations or modifications in lot depth as provided in section i above. Final design shall be to the approval of the Zoning Administrator after consultation with the City Arborist and public hearing.
- v. A pedestrian only connection with Emergency Vehicle Access (EVA) shall be extended 110' from the terminus of Bob White Court located in Quail Ranch Estates to the interior street within Village 1. "Knockdown" bollards shall be placed to prevent non-emergency vehicular access. The Access Easement shall be 42' wide with a concrete walkway not less than 5' wide. The easement area shall be landscaped comparable to the trail system within the balance of the community and shall be maintained by CCSD. See additional discussion in section D (Trail and Pedestrian Connectivity) below.

Street Section
Silverado Village - Eskaton
 City of Elk Grove, California
 September 28, 2012



PASEO @ BOB WHITE COURT

- vi. Lots abutting the detention area and parks (i.e., lot 99) shall have rear yard fence/wall designs that enable views of the open space areas while providing security and privacy for the homeowners. One allowed design includes a masonry block wall bottom with a tubular steel or wrought iron

top. Wood fences at these locations are prohibited. Wall/fence design shall comply with the development standards in EGMC Chapter 23.52.

2. Village 2

Village 2 shall be consistent with the RD-5 Zoning designation as defined in Title 23 of the City of Elk Grove Municipal Code.

a. Village 2 - List of permitted uses

- i. Permitted uses as allowed by the City of Elk Grove RD-5 Zone.

b. Village 2 - Development Standards

- i. Minimum lot size of 5,775 square feet with typical dimensions of 55' wide x 105' deep measured at the appropriate front, rear and side yard building setback to ensure product fit. Irregular lots (as defined in the Zoning Code) will vary from the typical dimensions.
- ii. Front, side and rear yard setbacks will be consistent with the RD-5 zone, unless otherwise excepted herein.
- iii. The maximum allowed height shall be:
 - 1. Thirty feet (30') for primary structures; and
 - 2. Sixteen feet (16') for accessory structures, or as otherwise regulated by EGMC Section 23.46.040.

c. Village 2 - Site Specific Development Standards & Design Guidelines

- i. Traffic circle is designated for intersection of Silverado Drive and A Street with a thirty (30') foot interior radius allowing for fire truck turn access. Detailed landscape plans, consistent with the Zoning Code and Improvement Standards, shall be submitted with the preparation of improvement plans for this roadway.
- ii. A 10' paved trail with 2' shoulders and a 5' unpaved equestrian trail shall be provided on the north side of Silverado Drive, within a minimum 35' wide landscape corridor lot, allowing a publically accessible east-west connection through Silverado Village.
- iii. A 10' paved trail with 2' shoulders shall be provided along the eastern edge of the open space/detention basin parcel within a lot, allowing public connectivity for the community at large to the east/west trail and the north Park site. See additional discussion in section D (Trail and Pedestrian Connectivity) below.

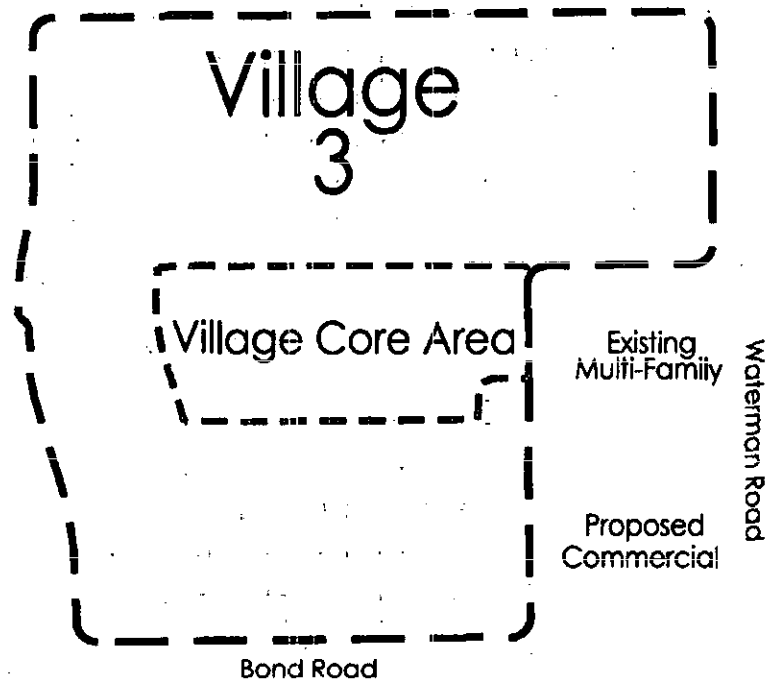
3. Village 3

Village 3 is an age-restricted gated community with private streets and contains two unique housing product types that do not fit within the City of Elk Grove's existing zoning categories, and are therefore defined in detail herein. The first housing type is the higher intensity "Village Core" area, which will provide a lodge facility for seniors in one or more buildings, plus recreational amenities. The second housing type is the "Patio Homes" which are located around the "Village Core" allowing convenient access for the residents to the "Village Core" area.

a. Village Core

- i. A Village Core is designated at the center of Village 3 which corresponds to the Commercial/Office/Multi-family designated on the City's General Plan (See Figure 3: Village 3 Village Core Area). The Village Core area is planned for recreational amenities including a clubhouse and pool with the balance planned for the lodge and residential use. The SPA process allows the re-arrangement of land uses within the SPA provided they are found to be consistent with the General Plan. This Village Core area shall be extensively landscaped and shall provide a central green space and gathering area for residents. Shifting this land use to the center of the neighborhood significantly improves the land plan, allowing for more convenient walking distances from the surrounding patio homes, and it will allow the Senior Lodge to be buffered from the adjacent land uses to the east and Bond Road to the south.
- ii. The Village Core Area is intended to provide flexibility in the final design of the Senior Lodge, Clubhouse, Recreation and Swim Facility. The Village Core area may be expanded into the contiguous patio home area in order to allow for more recreation amenities and/or a larger lodge facility, not to exceed 125 units. Such expansion, as consistent with this SPA, would reduce the number of patio homes proposed and would be subject to the review and approval by City of Elk Grove.

Figure 3: Village 3 Village Core Area



b. Village 3 - List of Permitted Uses

i. Village Center – Lodge Facility:

1. Independent Living Apartments
2. Assisted Living Apartments
3. Specialized Care Units (memory care for Alzheimer's and dementia residents.)
4. Restaurant
5. General retail use, less than 10,000 square feet, Pharmacy or other similar retail
6. Retail/Office space
7. Beauty Salon
8. Crafts room, Media room, meeting room
9. Common Kitchen
10. Common Laundry room
11. Doctor's office, exam room, nursing station
12. Leasing and Real Estate Sales Office
13. Services consistent with the nature of the development

ii. Village Center – Clubhouse, Recreation & Swim Facility:

1. Bistro/Café with full kitchen facilities
2. Dining and sitting areas, meeting rooms, recreation & gaming rooms
3. Swimming Pool, indoor or outdoor, and accompanying structure and equipment
4. Spa or hot tub
5. Fitness room
6. Changing room and showers
7. Offices
8. Space for other 3rd party services
9. Outdoor Recreational Amenities (e.g. bocce, croquet, putting green, tennis courts, etc.)

iii. Patio Homes:

1. Single family homes
2. Paseos (pathways) with appropriate easements
3. Exclusive use areas
4. Community gardens or other common areas

c. Village 3 Development Standards

- i. The Silverado Village SPA utilizes unique planning, design and development standards to allow an innovative project design that cannot be accommodated by the strict application of the City’s existing planning regulations and engineering standards.
- ii. Table 1 below outlines the site development standards for the Cottage lots (patio Homes).

Table 1: Village 3 Site Development Standards – Patio Homes

Development Standard	Patio Homes
Minimum Lot Area	4,600 sf. min. ¹
Maximum Density	8.0 du/ac.
Front & Side Setbacks²	
To garage door	18 ft.
To front living area	12 ft.
To covered porch	10 ft.
Street side (second frontage) setback	12 ft.
Interior side setback	5 ft. ³
Rear Setback	
To living area	10 ft.

Lot Dimensions	
Width	50 ft. ⁴
Corner lot	60 ft.
Depth	92.5 ft. ⁵
Height Limit	
Primary Structures	30 ft.

Notes (Table 1):

- 1) Lot measurements shall be from centerline of the private street to the rear property line.
- 2) Front setbacks are measured from back of curb, and side setbacks are measured from side property line. Roof eaves or overhangs, bay windows or fireplaces may project up to 2' into the front, side or rear yard setbacks.
- 3) Side patio exclusive use areas may extend up to 2' past the adjoining side yard property line, creating an exclusive use patio area encroaching onto the adjoining lot.
- 4) Minimum lot width is measured at the front or rear setback line to ensure product will fit lot, and frontage dimension at back of curb or rear lot line may be less. Patio homes may have driveways located off of a 20 ft. shared private drive.
- 5) Lot depth measured from the private street centerline is 92.5', from the back of curb is 79.5', and may be reduced based on plot plan review provided setback standards are met.

Table 2 below outlines the site development standards for Lodge & Clubhouse area.

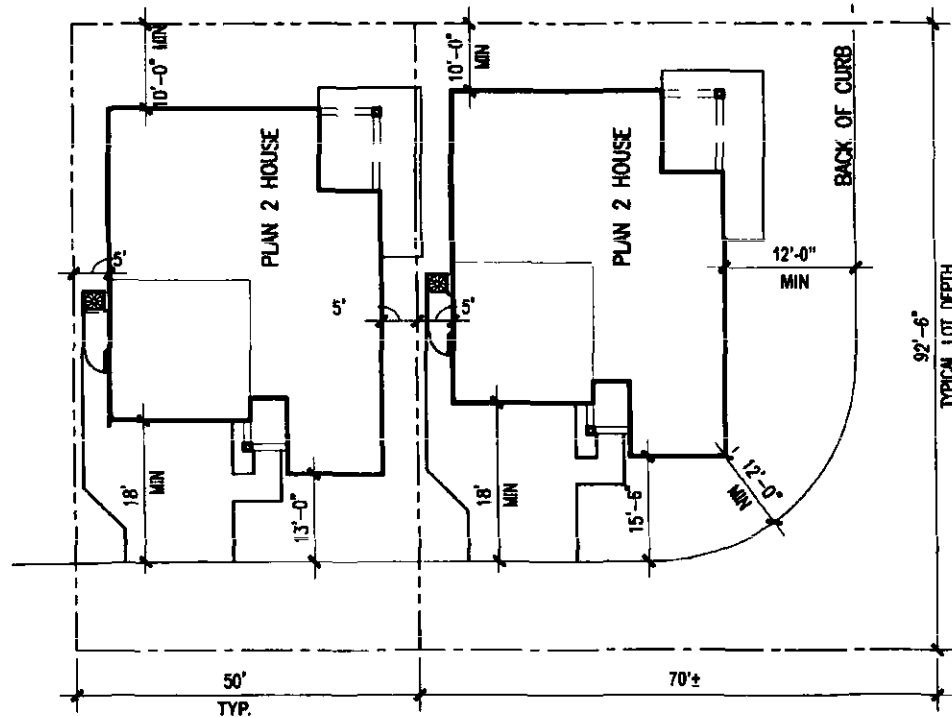
Table 2: Village 3 Site Development Standards – Village Core Area

Development Standard	Village Core Area
Minimum Lot Area	No minimum
Maximum Density	30.0 du/ac.
Front & Side Setbacks	
Building to Building	20 ft. ¹
Street side setback	15 ft. ²
Interior side setback	15 ft. ³
Lot Dimensions	
Depth	No minimum
Height Limit	
Primary Structures	48 ft.

Notes (Table 2):

- 1) Setback is for building to building for any habitable structure including the setback of the lodge building to a single family patio home. Entry structures, trellises, awnings, patio covers, etc. are exempt from the set-back requirement.
- 2) Parking Bays are allowed to encroach into the side-yard setback area, but no closer than 5' to a building.
- 3) There is no minimum setback to property lines within the Village Core area; however building setbacks to property lines outside the Village Core area (i.e. to the P/Ls of the Patio Homes) shall be a minimum of 15'.

Figure 4: Typical Cottage Lot Plot Plan



d. Village 3 - Site Specific Development Standards

i. Internal Roadway Design Standards:

- a. The proposed senior community will generate significantly less traffic than that of a standard residential development. Retirees do not commute to work nor do they drive their children to school. The proposed street system follows a simple efficient grid pattern with narrow streets and off street trails and paseos promoting walkability within the Village.
- b. Village 3 will be a private, gated community. All internal streets shall be private. Wet utilities (e.g. sewer, water, storm drainage) shall be located under the street as allowed by a blanket easement, and a 10' PUE shall be provided behind the curb for dry utilities (e.g. phone, cable, electric, etc.). The streets shall be designed to accommodate emergency vehicle access.

ii. Parking Standards:

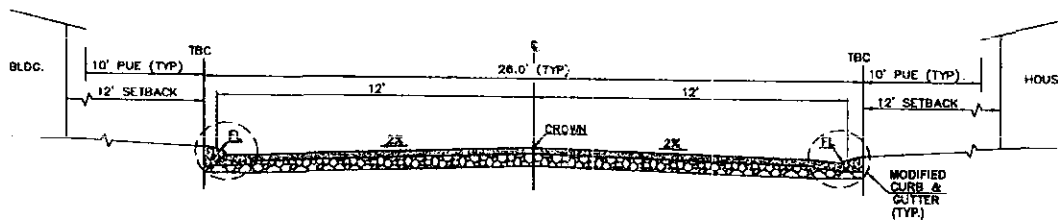
- a. Non-covered resident and guest parking shall include 2.25 spaces for each home to be provided by driveway aprons and other dedicated parking spaces spread throughout the village.

- b. The Lodge area shall provide, at a minimum, 1 parking space for every 1.5 living units.
- c. Each unit shall provide two garage parking spaces. Garages shall be designed as side-by-side.

e. Street Standards:

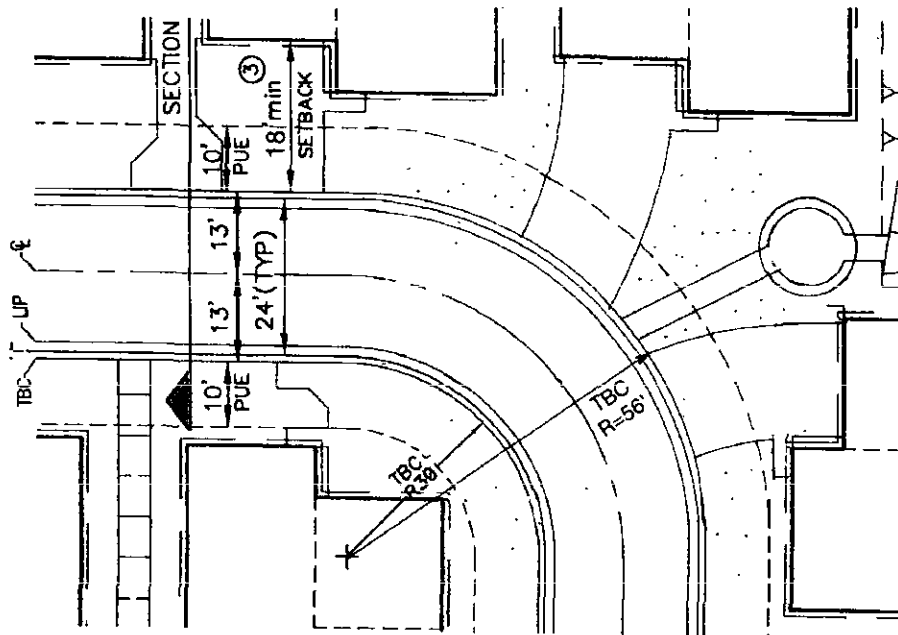
- i. A simple, grid pattern street system is required for Village 3 to provide access to the village core and patio homes.
- ii. The minimum offset between intersections for the internal private streets shall be 75'. This is justified due to the low traffic volumes and low travel speeds anticipated for the project.
- iii. A reduced street section is permitted for Village 3. The Internal streets shall measure 26' back of curb to back of curb, with 2.5' curb and gutter, providing 21' of pavement. Modified vertical and rolled curb designs shall be allowed. Curbside parking is not required.

Figure 5: Street Section for Internal 26' Private Lanes



- iv. Curbside sidewalks are not required internal to Village 3 except at the main project entry from Silverado Drive to the Lodge & Clubhouse. Pedestrian walkways or paseos are provided within the community as provided for in the Landscape Standards section below.
- v. The minimum back of curb return radius for internal streets is 30' and has been designed to allow fire truck turn movements.
- vi. A 20' shared private driveway may be utilized at 90 degree elbows to provide access to lots. The driveway shall not be longer than 120' in length.
- vii. The 90 degree streets located within Village 3 may eliminate the typical "bulge" at the elbow but shall provide an inside back-of-curb (BOC) radius of 30' and outside BOC radius of 56' to accommodate fire truck turn movements.

Figure 6: Design Detail for 90 Degree Elbow



f. Open Space Standards

- i. Open Space areas are key features included in the design of Village 3. These features include paseos, mini-parks, common areas and recreational amenities.
- ii. The open space areas shall be designed for the enjoyment of both the lodge and patio homes residents.
- iii. The open space areas shall be an integral part of the Village 3 design concept and serves to foster physical and social connectivity for the residents, by providing viable and walk-able trails to key destination points such as the Village Core area as well as connection to the trail system outside the Village gates. Additionally, the paseo system shall include gathering areas, reflections points, and resting spots interspersed throughout the paseo network.
- iv. Due to the nature of the open space design as part of the comprehensive planning of Village 3, there are no minimum open space area requirements for Village 3.

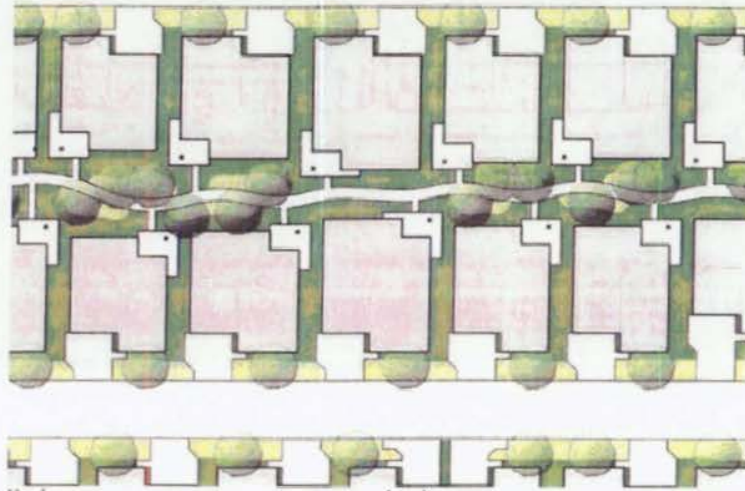
g. Landscape Standards

- i. Due to the extensive green space and recreation amenities provided on-site within Village 3 (e.g. the Clubhouse, swim facility,

corner community gardens, etc.) CCSD has determined that Village will have met its Quimby parkland dedication obligation, based on the Senior Community rate.

- ii. Interior lots shall be designed such that traditional rear yard fencing is eliminated allowing for a 4' meandering paseo and enhanced landscaping within the paseo. The homeowners association (HOA) will have a use and maintenance easement for this area. This allows residents to visit with each other and to walk over to the Lodge & Clubhouse, and provides "eyes" on this internal green space. This landscaping shall be maintained by the HOA. See additional discussion in section D (Trail and Pedestrian Connectivity) below. The inclusion of the paseo system eliminates the need for sidewalks within the private streets.

Figure 7: Paseo Illustrative



- iii. Where private rear yards are present, the developer is permitted to include the private rear yard area within the HOA maintenance easement. As such, residents will have more flexibility in the landscaping of these rear yard areas.
- iv. At selected corner lots, the builder shall install "mini-parks" to provide a landscape amenity within close proximity to the residents of the cottage lots. Design of these corner mini-parks may vary; by example, to include such features as community gardens (vegetable or flower garden areas for residents to tend), shaded sitting areas, potting sheds, fountains, doggy parks, bocce courts, etc. These lots are shown as lots "P", "KK", and "LL" on the proposed tentative map.
- v. Separate landscaped paseo lots are designated within Village 3 to provide residents with a pedestrian connection to the Lodge and

Clubhouse facilities. These lots are shown as "HH," "II," "JJ," "MM," and "NN" on the proposed tentative map.

Figure 8: View of internal "back-to-back" paseo walk



Eskaton Village in Roseville, California

- vi. Pedestrian connections between Village 3 and the surrounding community and the trails network shall be provided at multiple locations along the perimeter of the Village. The design of the connections shall integrate the paseo system provided within Village 3 to the satisfaction of the City of Elk Grove. Specifically, connections shall be provided at the following locations:
 - a. Within Lot "P" and adjoining lots 234 & 235 connecting to Silverado Drive/Lot "FF";
 - b. At the pedestrian/emergency access point between lots 219 & 220 providing access to Bond Road as well as the future Commercial to the east;
 - c. At lots 47 & 135 connecting to the Lot "F" trail; and
 - d. Between lots 13 & 14 to connect to sidewalk along Silverado Drive.

4. Open Space Area

Development in the Open Space Area (Lot C and Lot E on the approved tentative map) shall be restricted as permanent open space. No development shall be permitted.

D. Trails and Pedestrian Connectivity

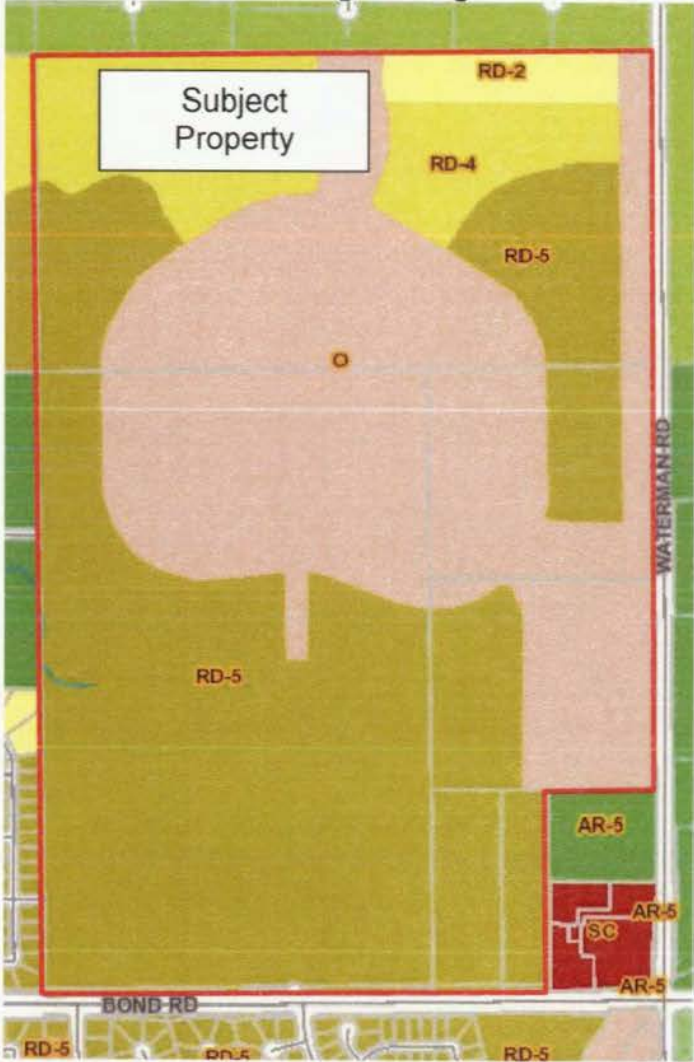
The project developer shall construct the following trail and pedestrian improvements concurrent with the respective adjoining street improvement phase of development. Development within the Silverado Village SPA area shall provide trails and other pedestrian amenities consistent with the following:

1. An off-street trail in Lot "EE," consisting of a 10-foot paved trail along Silverado Drive from Bond Road to Lot "K" park.
2. An off-street trail, consisting of a 10-foot paved trail from lot "K" (park) to lot "G" (park).
3. An off-street trail, consisting of a 10-foot paved trail with 2-foot decomposed granite shoulder (each side), a 4-foot landscape buffer south side and an equestrian trail on the north side (consisting of a five foot wide trail with five foot buffer from the pedestrian trail and 2-foot buffer from the adjoining lot) from the western project boundary through lot "G" (park) to Waterman Road.
4. An enhanced pedestrian walk from Bob White Court to Lot "K" (park), following I & J streets, consisting of a separated walk on the north and west sides of the roads with a 6-foot landscape buffer and 5-foot walk.
5. Paseos at Lot "W" and Bob White Court consisting of a 5-foot wide paved area with landscaping.
6. Internal Paseos within Village 3 that consist of a 4-foot wide meandering walk as previously described in section C.3.g (landscape standards) of this document.
7. Enhanced pedestrian cross-walks at the following intersections where trails cross roads or other enhanced pedestrian connections are provided. "Enhanced pedestrian crosswalks" shall consist of colored pavers, colored and stamped concrete or asphalt, or other such enhancement approved by the City of Elk Grove, with pedestrian crosswalk striping per City of Elk Grove standards. The project developer shall construct enhanced pedestrian crosswalks at the following locations:
 - a. M Street and Silverado Drive
 - b. M Street west of Lot W (paseo)
 - c. A Street north of Lot D (trail corridor)
 - d. G Street at I street, north side
 - e. I Street at H Street, north side
 - f. J Street at B Street, west side
 - g. Silverado Drive at B Street/Village Center Lane, all four sides

- h. Silverado Drive at A Street, all four sides
- i. Silverado Drive at U Street/Lot W (paseo), north side
- j. Silverado Drive at V Street, south side
- k. U Street at O Street, north side
- l. U Street at R Street, north side
- m. U Street at V Street, north side
- n. Lot F trail at Silverado Drive, west side
- o. Silverado Drive at Waterman Road, north side (connecting to trail head at Sheldon and Waterman project)

Exhibit B
Rezone Exhibit
Subject APNs: 127-0010-002, 017, 040, 104, 105, & 106

Existing Zoning



Proposed

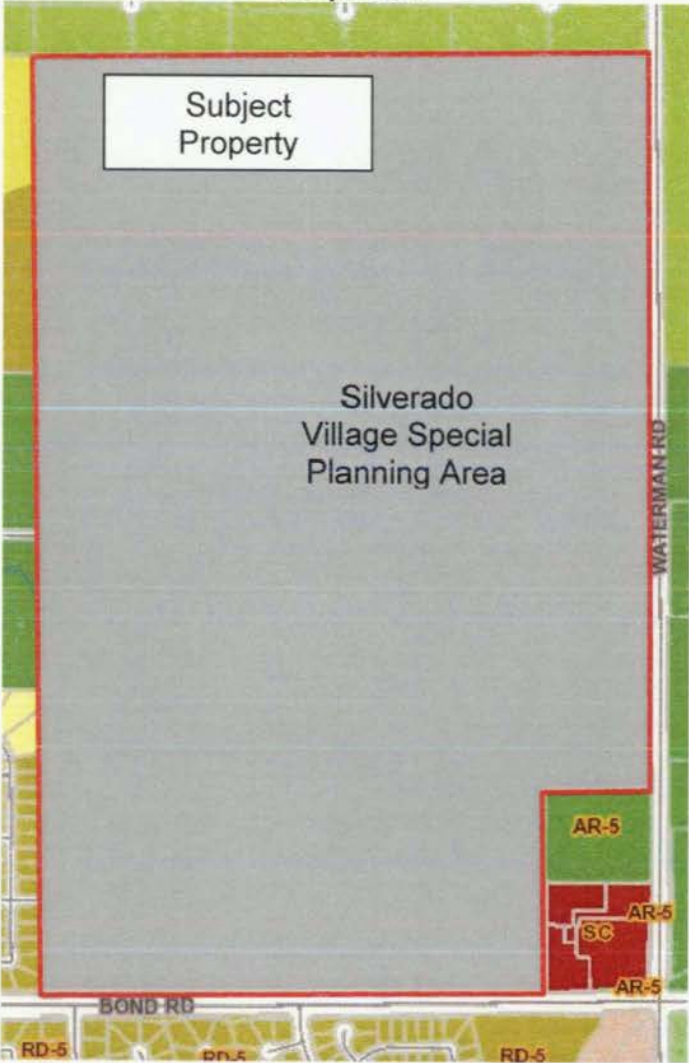


EXHIBIT C
Conditions of Approval
EG-11-046 – Silverado Village Tentative Subdivision Map

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
On-Going				
1.	<p>The development approved by this action is for a Tentative Subdivision Map to create the following, as illustrated in the attached Exhibit A (hereinafter the "Project") and as modified or conditioned by these conditions of approval:</p> <ul style="list-style-type: none"> • 390 lots for standard single family in Villages 1 and 2, collectively • 261 lots for age restricted cottages in Village 3 • 2 lots for the age restricted lodge/clubhouse • 9 lots for open space/trail corridor • 2 lots for parks • 1 lot for detention area/basin • 14 lots for landscape lots and paseos • 1 lot for private drive • Dedications for public rights-of-way internal to the project and along Bond Road, Waterman Road, <p>Deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.</p>	On Going	Planning	
2.	This action does not relieve the Applicant of the obligation to comply with all codes, laws, statutes, regulations, and procedures.	On Going	Planning	
3.	The Applicant/Owner, or Successors in Interest (hereinafter 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	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
4.	<p>Except as otherwise specified or provided for on the Tentative Subdivision Map or in these conditions, the Project shall conform to the development standards and design requirements provided in the City of Elk Grove Municipal Code (EGMC), specifically including but not limited to the following:</p> <ul style="list-style-type: none"> • The Silverado Village Special Planning Area (SVSPA) • The Elk Grove Zoning Code (Title 23 of the EGMC) • EGMC Chapter 19.12 (Tree Preservation and Protection) • EGMC Chapter 14.10 (Water Efficient Landscape Requirements) • Citywide Design Guidelines 	On Going	Planning Public Works	
5.	<p>The Applicant shall design and construct all improvements in accordance with the City of Elk Grove Improvement Standards, as further conditioned herein, and to the satisfaction of Public Works. All street improvements shall include vertical curb and gutter, except adjacent to lots where front-on residential access is provided, 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 EGWS SASD SMUD PG&E	
6.	<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), Elk Grove Water Service (EGWS), or other agencies or services providers as established by law.</p>	On-Going	Planning Public Works CCSD EGWS Sewer	
7.	<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:</p> <ul style="list-style-type: none"> • Master home plan design review • Commercial design review • Grading Permit and Improvement Plan • Final Map • Building Permit and Certificate of Occupancy • Section 404, 401, 1602, or other State or Federal environmental permit • Requirements of the Sacramento Metropolitan Air Quality Management District • Fire permit 	On-Going	Planning Public Works Building CCSD EGWS Sewer	

<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>	
Prior To or In Conjunction With Improvement and/or Grading Plan Approval				
8.	The development approved by this action is subject to the Mitigation Monitoring and Reporting Program (MMRP) adopted as part of the project. A deposit of \$5,000 for monitoring mitigation measures applicable to this development shall be paid to the City in order to assure MMRP compliance. If actual City monitoring costs exceed the initial estimate, a revised estimate and/or supplemental bill(s) will be submitted to the Applicant. If actual City monitoring costs are less than the initial estimate, the difference will be refunded to the Applicant. If the Project is constructed in phases between multiple parties, additional deposit(s) shall be required to the satisfaction of the Planning Director.	Prior to issuance of any plans or permits associated with this project, the Applicant shall submit the deposit to the City of Elk Grove.	Planning	
9.	The Planning Division shall be notified immediately if any prehistoric, archaeological, or paleontological artifact is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action. A note stating the above shall be placed on the Improvement Plans.	Improvement Plan	Planning	
10.	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. A note stating the above shall be placed on the improvement Plans	Improvement Plans	Planning	
11.	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, and any specific, area, or master plans. The study shall be prepared and stamped by a licensed civil engineer.	Grading Permit or Improvement, whichever occurs first Plans	Public Works	
12.	The Applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan in accordance with the City of Elk Grove Improvement Standards and most recent version of the <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.	Grading Permit or Improvement, whichever occurs first Plans	Public Works	
13.	The portion of development that is proposed to drain into the Bond Road system shall not be improved or mapped with the exception of the temporary fire access road and any other necessary facilities for public health and safety purposes until the downstream Bond Road Pipe Upsizing project is completed and fully operational.	Improvement Plans	Public Works	
14.	Identification signage issued by Public Works shall be mounted by the Applicant during streetlight installation in accordance with the approved plans.	Acceptance of Public Improvements	Public Works	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
14A.	Prior to issuance of Improvement Plans, the Applicant shall conduct a Phase II Site Assessment (prepared by a qualified environmental consultant), specifically including conducting soil samples within the area adjacent to Bond Road specifically including the former corporate yard, staging, and structure areas, the wine evaporation ponds, and up to ten additional sites identified by the City in consultation with area residents. The qualified environmental consultant shall recommend any further testing regarding potential soils contaminants on the site in question. Any further testing shall be conducted and the findings and results reported prior to the City's approval of the subdivision's improvement plans. Should the findings include any further remediation measures, said remediation shall have been completed prior to the issuance of the first building permit.	Prior to issuance of Improvement Plans	Public Works	
15.	The trail portion of Sections B and B-1 shall be concrete without decomposed granite shoulders.	Improvement Plans	CSD Parks	
16.	The Applicant shall submit landscape and civil improvement plans and specifications for trails and paseos to the CSD for review and approval.	Improvement Plans	CCSD Parks	
17.	The Applicant shall submit civil improvement plans and specifications for park sites to CCSD Parks for review and approval.	Improvement Plans	CCSD Parks	
18.	Applicant shall construct & install landscaped trail according to plans and specifications approved by the CSD in Lot AA, Lot D, Lot G (Park site), Lot H (extends south of park site), Lot K, Lot N, Lot O, and Lot W.	Improvement Plans	CCSD Parks	
19.	Consistent with the Silverado Village SPA, open view fencing consisting of low block wall with tubular steel upper portion shall be installed on all homeowner lots directly abutting Lot J. Wall shall be located on the homeowner side of the property line and homeowner shall be responsible for repair or replacement. Final design shall be to the satisfaction of the Planning Director in consultation with CCSD Parks. Maintenance responsibility for the wall shall be assigned to the homeowner and shall be recorded on the subject lots in a format satisfactory to the City.	Improvement Plans	Planning CCSD Parks	
20.	Fencing along Lots W and DD (paseos) and Lot K (park) shall be block wall. Wall shall be located on the homeowner side of the property line and homeowner shall be responsible for repair or replacement. Final design shall be to the satisfaction of the Planning Director in consultation with CCSD Parks. Maintenance responsibility for the wall shall be assigned to the homeowner and recorded on the subject lots in a format satisfactory to the City.	Improvement Plans	Planning CCSD Parks	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
21.	The Applicant shall construct a solid masonry wall a minimum of six (6') feet in height at the westerly property line abutting Quail Ranch Estates. The wall shall be designed to minimize potential impacts to off-site trees and to help break up the mass of the wall. The Applicant shall provide an exclusive restricted easement or fee simple title equal to at least the length of the grade separation, to be maintained by the adjacent property owner pursuant to an agreement satisfactory to the City Planning Director. Final design of the wall (and any accompanying retaining wall, which shall also be masonry) shall be to the approval of the Zoning Administrator after consultation with the City Arborist and public hearing. The Applicant shall coordinate the design with the adjoining property owner and address their concerns to the extent feasible.	Improvement Plans	Planning City Arborist	
22.	The Applicant shall comply with all recommendations of the City Arborist as documented in the January 3, 2012 Tree Survey, as well as the Development Control Measures in EGMC Section 19.12.200.	Improvement Plans	Planning City Arborist	
23.	<p>The following Trees of Local Importance, as identified in the January 3, 2012 Tree Survey, are approved for removal. Such removal shall be mitigated pursuant to the procedures and requirements of EGMC Chapter 19.12. All other Trees of Local Importance identified 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.</p> <p>Trees authorized for removal: 1, 2, 4, 6, 7 or 8, 9, 11 or 12, 14, 15, & 17.</p> <p>Further, the Applicant shall complete the Arborist recommendations for pruning/maintenance of the following trees:</p> <p>Maintenance required: 3, 5, 10, 11 or 12, 13, 18, & 19.</p>	Improvement Plans	Planning City Arborist	
24.	Applicant shall provide meandering trail and irrigated landscape between the trail and the wall and the trail and the street according to plans and specifications approved by the CCSD for Lot F.	Improvement Plans	CCSD Parks	
25.	Provide utility stubs in to the park sites for water, drainage, electrical, phone and sewer. Locations of all utility service points shall be pursuant to plans approved by the CSD.	Improvement Plans	CCSD Parks	
26.	Applicant shall pay a proportionate share of the cost to install a trail crossing/crosswalk at Waterman Road and Silverado Drive.	Improvement Plans	CCSD Parks Public Works	
27.	Applicant shall rough grade park sites pursuant to plans approved by the CCSD.	Improvement Plans	CCSD Parks	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
28.	All development shall be serviced by public sewer to the satisfaction of Sacramento Area Sewer District. Each lot with a sewage source shall have a separate connection to the public system. If there is more than one building on any lot and the lot is not proposed for split, then each building on that lot shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Improvement Plans	SASD	
29.	The Applicant shall prepare a Subdivision Level (Level 3) sewer study prior to the approval of the improvement plans. The study shall be subject to review and approval of SASD prior to approval of improvement plans. The 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 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. Dependent upon the outcome of the sewer study, off-site sewer lines may be required at the discretion and approval of SASD.	Improvement Plans	SASD	
30.	All abandoned wells on the proposed Project site shall be destroyed in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the Project. Prior to abandoning any existing agricultural wells, Applicant shall use water from agricultural wells for grading and construction.	Improvement Plans	SCWA	
31.	Provide metered connections on transmission mains to the satisfaction of the Sacramento County Water Agency.	Improvement Plans	SCWA	
32.	All Transmission mains shall be located within a public right-of-way or within easements dedicated to SCWA. Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan approval or Final Map approval	Improvement Plans	SCWA	
32A.	No connections to urban services (e.g. public water, public sewer) shall be provided within the area designed on the General Plan Land Use Map as Rural Residential. This does not limit the use of urban services in the Rural Residential area when the point of connection and meters are made by a governmental agency outside of the Rural Residential area to serve a park.	Improvement Plans	Public Works	
32B.	The Applicant shall dedicate, design, and construct a roundabout, to the satisfaction of the City, at the intersection of Silverado Drive and Waterman Road.	Improvement Plans	Public Works	
Prior To or In Conjunction With Final Map Recordation				
33.	The Applicant shall design and construct a westbound right-turn pocket for Silverado Drive on Bond Road to the satisfaction of Public Works. The turn lane shall include a minimum 100' pocket with a 90' bay taper.	Final Map	Public Works	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
34.	The Applicant shall dedicate, design and improve an expanded intersection at Silverado Drive and Bond Road in accordance with the City of Elk Grove Improvement Standards and to the satisfaction of Public Works. The southbound approach shall accommodate a right-turn lane and a shared through/left-turn lane.	Final Map	Public Works	
35.	The Applicant shall design and construct a northbound left-turn pocket for Silverado Drive on Waterman Road to the satisfaction of Public Works. The left-turn lane shall include a minimum 120' pocket with a 120' bay taper. Appropriate transitions, including all necessary signage and striping north and south of Silverado Drive. The transition shall be in accordance with the latest version of California MUTCD and to the satisfaction of Public Works.	Final Map	Public Works	
36.	All median islands shall be either landscaped or decorative concrete/hardscaped to the satisfaction of Public Works.	Final Map	Public Works	
37.	<p>The Applicant shall install ladder crosswalk striping at the following locations to the satisfaction of Public Works.</p> <ul style="list-style-type: none"> o Intersection of "A" Street and "M" Street o Intersection of "B" Street and "C" Ct o Intersection of "B" Street and "E" Ct o Intersection of "V" Street and Silverado Drive <p>Additional location(s) may be required and will be determined at Improvement Plan.</p>	Final Map	Public Works	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
38.	<p>Consistent with the SVSPA, the Applicant shall install enhanced pedestrian cross-walks at the following intersections where trails cross roads or other enhanced pedestrian connections are provided. "Enhanced pedestrian cross-walks" shall consist of colored pavers (type and color to be approved by the Planning Director) with pedestrian crosswalk striping pursuant to City standards."</p> <ul style="list-style-type: none"> o M Street and Silverado Drive o M Street west of Lot W (paseo) o A Street north of Lot D (trail corridor) o G Street at I street, north side o I Street at H Street, north side o J Street at B Street, west side o Silverado Drive at B Street/Village Center Lane, all four sides o Silverado Drive at A Street, all four sides o Silverado Drive at U Street/Lot W (paseo), north side o Silverado Drive at V Street, south side o U Street at O Street, north side o U Street at R Street, north side o U Street at V Street, north side o Lot F trail at Silverado Drive, west side o Silverado Drive at Waterman Road, north side (connecting to trail head at Sheldon and Waterman project) 	Final Map	Public Works Planning	
39.	<p>The Applicant shall design and construct the following traffic calming devices in accordance with the City's Improvement Standards and to the satisfaction of Public Works:</p> <ul style="list-style-type: none"> • Speed table, hump, or lumps <ul style="list-style-type: none"> o "B" Street, "G" Street, "M" Street, "O" Street, "V" Street, and Silverado Drive • Bulb-outs or approved equivalent <ul style="list-style-type: none"> o Intersection of "A" Street and "M" Street o Intersection of "B" Street and "C" Ct o Intersection of "B" Street and "E" Ct o Intersection of "V" Street and Silverado Drive o "M" Street west of Lot W (paseo) o "A" Street north of Lot D (trail corridor) <p>Construction of the traffic calming devices shall be completed prior to Final Map acceptance. Additional location(s) may be required and will be determined at Improvement Plan.</p>	Final Map	Public Works	
40.	<p>The Applicant shall pay their fair-share cost towards the design and construction of the Bond Road Pipe Upsizing project as determined by Public Works.</p>	Final Map	Public Works	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
41.	The Applicant shall dedicate to the City of Elk Grove, in fee title, Lot J, detention area as shown on the Tentative Subdivision Map.	Final Map	Public Works	
42.	The Applicant shall dedicate to the City of Elk Grove, in fee title, Lot O and Lot N for landscaping purposes as shown on the Tentative Subdivision Map.	Final Map	Public Works	
42A.	The Applicant shall dedicate to the City of Elk Grove, in fee title, Lots C and E as shown on the Tentative Subdivision Map	Final Map	Public Works	
43.	The Applicant shall dedicate a pedestrian easement over all public sidewalks that are located outside of the public right-of-way.	Final Map	Public Works	
44.	The Applicant shall dedicate a 12.5-foot public utility easement to the City of Elk Grove for underground facilities and appurtenances adjacent to all public streets where such easements do not already exist.	Final Map	Public Works	
45.	The Applicant shall submit legal descriptions and plats to the City to set aside the proposed right-of-way for "G" Street within the existing City property along Bond Road. The Applicant shall be responsible for all costs incurred to process these documents through City Council approval.	Final Map	Public Works	
46.	The Applicant shall dedicate all private streets as an easement to allow access for services such as utility and emergency vehicles.	Final Map	Public Works	
47.	All eligible park lands, parkland, paseos, trail corridors, and other open space areas shall be dedicated in fee title to the City of Elk Grove and/or Cosumnes Community Services District (CCSD). Park improvements shall be bonded for prior to approval of final map or as otherwise specified in a Development Agreement approved by the City Council.	Final Map	Public Works CCSD	
47A.	The Applicant shall increase the size of Lot GG park, to the satisfaction of the City and CCSD, to meet the standards for a Local Park. Specifically, the site shall be of a minimum size to support a tot lot.	Final Map	Public Works CCSD	
48.	Prior to any Final Map approval, the Applicant can satisfy their public improvement obligations by entering into a Subdivision Improvement Agreement with the City and by providing adequate financial security (e.g. bonds, letter of credit, etc.).	Final Map	Public Works	
49.	All parcels to be dedicated in fee to the City, as a condition of this tentative map, shall not be encumbered with any easements nor shall 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.	Final Map	Public Works	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
49A.	The Applicant shall dedicate Lots C and E to the City as a single lot. The lot shall be encumbered with a preservation easement and secured with an endowment (in an amount satisfactory to the U.S. Army Corp of Engineers and conservator) for the future monitoring and maintenance of on-site wetland areas.	Final Map	Public Works	
50.	The granting of any easement to any other person(s) or entity, once the tentative map has been approved is prohibited, unless specifically directed by these Conditions of Approval. Should such grant be inadvertently provided it shall be subordinated to any dedication of streets or easements to the City of Elk Grove as shown on the final map. A subordination document shall be submitted along with the final map for City Council approval.	Final Map	Public Works	
51.	The Applicant shall abandon a portion of right-of-way easements pursuant to 940224 O.R. 2032 as shown on the Tentative Subdivision Map to the satisfaction of Public Works.	Final Map	Public Works	
52.	Prior to recordation of the Final Map, the Applicant shall design and improve the multi-purpose trail segments, (including but not limited to, Lots D, H, AA, BB, CC) as identified on the tentative subdivision map, in accordance with adopted trail standards and as shown on the tentative subdivision map and the SVSPA. The Applicant shall be responsible for maintaining the trail segment until it has been accepted for maintenance by the City of Elk Grove and/or CCSD or until 1 year has elapsed after the improvements are accepted as complete, whichever occurs first.	Final Map	Public Works	
53.	Prior to recordation of the Final Map, the Applicant shall design and improve open space Lot F and Lot I as identified on the tentative subdivision map. The Applicant shall be responsible for maintaining the open space until it has been accepted for maintenance by the City of Elk Grove and/or CCSD or until 1 year has elapsed after the improvements are accepted as complete, whichever occurs first.	Final Map	Public Works	
54.	The Applicant shall dedicate, design and improve an expanded intersection at Silverado Drive and Waterman Road in accordance with the City of Elk Grove Improvement Standards and to the satisfaction of Public Works.	Final Map	Public Works	
55.	The Applicant shall dedicate right-of-way for a future roundabout at the intersection of Silverado Drive and Waterman Road to the satisfaction of Public Works.	Final Map	Public Works	
56.	For all single family corner lots, an access restriction shall be placed on the property from the driveway around the corner to the property line of the side yard.	Final Map	Public Works	
56A.	Lots abutting the westerly boundary adjacent to Quail Ranch Estates shall have lot widths matching the adjacent off-site lots to the extent possible. These lots may measure less than 100' deep provided they comply with the minimum lot size requirement, with the objective of protecting existing trees along or adjacent to the property line to the extent feasible.	Final Map	Public Works	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
56B.	<p>The Applicant shall, as part of the Final Map, record the following restrictions in a form satisfactory to the City:</p> <ol style="list-style-type: none"> 1. Minimum rear yard setback for the primary dwelling for lots adjacent to Quail Ranch Estates shall be twenty (20') feet. Deviations to a minimum of fifteen (15') feet may be approved through Master Home Plan Design Review when lot depth reductions are required pursuant to Condition of Approval #21. 2. Lots abutting Quail Ranch Estates shall be limited to single story homes. 	Final Map	Public Works Planning	
57.	<p>The Applicant shall design all phases of this Project to adequately accommodate the placement of trash and recycle containers on all streets without blocking common lot driveways or private driveways. This may require additional street frontage, and the installation of "No Parking" signs prohibiting parking on solid waste service days. An alternative solution may be approved by the City of Elk Grove's Integrated Waste Program Manager. All trash, recycling and green waste carts are to be stored onsite, out of view of the general public.</p>	Final Map	Public Works	
58.	<p>The Applicant shall modify the existing traffic signal at the intersection of Bond Road/Crowell Drive/Silverado Drive to accommodate the fourth leg in accordance with City of Elk Grove Improvement Standards and to the satisfaction of Public Works.</p>	Final Map	Public Works	
59.	<p>The Applicant shall design and improve the westerly half-section of Waterman Road, south of Silverado Drive, measured 36' from the approved centerline. Improvements will be based on 72' arterial in accordance with the City of Elk Grove Improvement Standards and to the satisfaction of Public Works.</p>	Final Map	Public Works	
60.	<p>The Applicant shall pay all drainage fees for parks and trails lots. Documentation to the CCSD verifying payment of drainage fees shall be required.</p>	Final Map	CCSD Parks	
61.	<p>Provide the CSD with verification that the LOT G, LOT GG, and LOT K park sites are free of wetlands. Alternatively, provide documentation verifying all wetland fill requirements have been addressed.</p>	Final Map	CCSD Parks	
62.	<p>Prior to the recordation of the final map, the Applicant shall either (1) approve an annual Community Facilities District ("CFD") special tax or (2) deposit a sum of money, as determined by the CCSD, sufficient for the CCSD to fund the cost of both (a) routine and deferred maintenance and replacement of park facilities, trails, and corridors attributable to the property; and (b) replacement of district-wide facilities attributable to the property. In the event that the Applicant fails to approve an annual CFD special tax or deposit a sufficient sum of money as provided here for such purpose for the CCSD, no Final Map shall be recorded.</p>	Final Map	CCSD Parks	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
63.	<p>Prior to the recordation of the Final Map, the Applicant(s) shall (1) approve an annual Mello-Roos Community Facilities District special tax or (2) deposit a sum of money, as determined by the Cosumnes Community Services District, sufficient for the Cosumnes Community Services District to fund a portion of the cost of the District's ongoing fire and emergency services, maintenance, operation, and repair and replacement of fire station facilities and fire and emergency equipment. Any costs for the approval and creation of such annual special tax, annexation of the Property into an existing Mello-Roos Community Facilities District for the Cosumnes Community Services District, or administration of the sum of money deposited to fund the fire and emergency services, shall be paid from the annual Prior to building special taxes of the Community Facilities District or the sum of money Permit issuance deposited with the Cosumnes Community Services District. In the event that the Applicant fails to approve an annual special tax or deposit a sum of money as provided for herein for such purposes for the Cosumnes Community Services District no Final Map shall be recorded.</p>	Final Map	CCSD Fire	
64.	<p>Prior to final map, the Project area shall annex 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 Applicant(s) 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 http://www.elkgrovecity.org/finance/cfd-information.asp.</p>	Final Map	Finance	
65.	<p>Prior to final map, the Project area shall annex 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 http://www.elkgrovecity.org/finance/cfd-information.asp.</p>	Final Map	Finance	
66.	<p>Prior to the final map, the Project area shall annex into the Street Maintenance Assessment District No. 1 Zone 3 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 http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp.</p>	Final Map	Finance	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
67.	Prior to the final map, the Project area shall annex into the Storm Water Drainage Fee Zone 2 to fund a portion of the additional costs for storm water drainage and run-off maintenance related to serving the new development. The annexation process can take several months, so applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Levy Storm Water Drainage Fee Zone 2 assessments. For further information on this District, see http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp .	Final Map	Finance	
68.	All street names shall be approved by the City of Elk Grove, in consultation with the Cosumnes CSD Fire Department, as part of the recordation of the Final Map.	Final Map	Public Works CCSD Fire Department	
69.	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.	Final Map	Public Works	
Prior To or In Conjunction With Building Permit				
70.	All building, apartment, and suite numbers addressing shall be approved by the City of Elk Grove Building Department in consultation with the Cosumnes CSD Fire Department.	Prior to Issuance of 1 st Building Permit	Building Department CCSD Fire Department	
71.	Applicant shall undertake a good faith effort to amend the Preserve Operations and Management Plan to address the following: <ul style="list-style-type: none"> • Allow the use of all available mosquito control products, including adulticides, to be used within the entire project area to adequately protect the nearby residents from vector borne diseases, as provided in the Sacramento-Yolo Mosquito and Vector Control's Integrated Pest Management Plan (IPM) • Include routine maintenance activities to reduce mosquito breeding sources and subsequent chemical applications. 	Prior to Issuance of 1 st Building Permit	Mosquito and Vector Control	
72.	Applicant shall provide the Sacramento-Yolo Mosquito and Vector Control District with a copy of the following: <ul style="list-style-type: none"> • An updated copy of the Conceptual Storm Drainage Plan and Storm Drain Master Plan as mentioned in the approved 404 permit. • Construction details, long term maintenance mandates, and schedules for the detention basin, storm filter devices located near Bond Road, and curbside catch basins. 	Prior to Issuance of 1 st Building Permit	Mosquito and Vector Control	
72A.	Applicant shall design and improve, to the satisfaction of CCSD, the park at Lot GG.	Prior to Issuance of 1 st Building Permit in Phase 2A	CCSD Planning	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
73.	Final Map(s) shall be completed, approved, and recorded prior to issuance of the 1 st Building Permit. Model home permits may be issued prior to the recording of the Final Map upon approval of the City.	Building Permit	Public Works Planning	
74.	The Applicant shall submit a Flood Elevation Certification for Lots/Parcels that are located within the 100-year flood plain limit. Alternative documentation of flood and lot elevations may be submitted if determined to be adequate by Public Works.	Building Permit	Public Works	
75.	The Applicant shall replace all handicap ramps adjacent to the Project site and other conditioned improvement herein that do not meet current ADA Standards to the satisfaction of Public Works.	Building Permit	Public Works	
76.	The Applicant shall reconstruct any damaged curb, gutter, sidewalk and/or pavement caused by construction-related activities associated with the Project. If pavement replacement is necessary, as determined by the City, the Applicant may be required to grind, overlay, and/or slurry seal the damage portion(s) in accordance with the City Improvement Standards and to the satisfaction of Public Works. The Applicant shall schedule an inspection with the City to document the pre-construction condition of existing surface infrastructure adjacent to and near the Project.	Building Permit	Public Works	
77.	At all street intersections adjacent to the Project, public or private, the Applicant shall install and/or replace street name signs in accordance with the City of Elk Grove Standard Details.	Building Permit	Public Works	
78.	The Applicant shall provide with each residential lot in Villages 1 & 2 a paved space that is screened from public view for the storage of trash, recycling and green waste carts to the satisfaction of the Planning Director. The Application shall also provide a paved pathway from space to the public Right-of-Way or other approved collection area.	Building Permit	Planning	

**CERTIFICATION
ELK GROVE CITY COUNCIL ORDINANCE NO. 21-2014**

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

I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing ordinance, published and posted in compliance with State law, was duly introduced on July 23, 2014 and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on August 27, 2014 by the following vote:

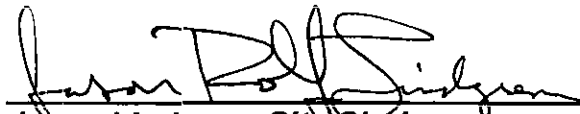
AYES : COUNCILMEMBERS: Davis, Cooper, Detrick, Hume, Trigg

NOES: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

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


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