

## ORDINANCE NO. 17-2025

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE APPROVING THE SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ELK GROVE AND SUNSET TARTESSO, LLC, RELATIVE TO THE DEVELOPMENT KNOWN AS ELLIOTT SPRINGS (FORMERLY SILVERADO VILLAGE) (EG-11-046)

**WHEREAS**, the Community Development Department of the City of Elk Grove (the "City") received an application on November 27, 2024, from Sunset Tartesso, Inc. (the "Applicant") for the Elliott Springs Village 3 Amendment Project requesting approval of an amendment to the Elliott Springs Special Planning Area (SPA); an amendment to the Amended and Restated Development Agreement (DA) for the Elliott Springs Project, an amendment to the Conditions of Approval for the Tentative Subdivision Map (TSM); and approval of a new Tentative Subdivision Map for Elliott Springs Village 3; and

**WHEREAS**, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove on the north side of Bond Road east of Waterman Road, covering all properties within the Elliott Springs Special Planning Area, with the amendment to the Development Agreement only applicable to those properties owned by Sunset Tartesso, LLC. namely APNs: 127-1140-001 through 052; 127-1130-001 through -042; and 127-1110-002; and

**WHEREAS**, the Development Agreement was originally approved in July of 2014 and subsequently amended in October of 2021; and

**WHEREAS**, the Planning Commission held a duly-noticed public hearing on June 19, 2025 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting, and voted 5-0 to recommend approval of the Project to the City Council; and

**WHEREAS**, the City Council held a duly-noticed public hearing on July 23, 2025, as required by law to consider all of the information presented by staff, property owners, and public testimony presented at the meeting concerning the amendment to the Amended and Restated Development Agreement (DA) for the Elliott Springs Project.

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

#### Section 1: Purpose

The purpose of this Ordinance is to approve the Second Amended and Restated Development Agreement by and between the City of Elk Grove and Sunset Tartesso, LLC, relative to the Development Known as Elliott Springs (formerly Silverado Village) (EG-11-046), as shown in Exhibit A.

#### Section 2: Findings

This Ordinance is adopted based upon the following findings:

#### **Development Agreement Amendment**

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

Evidence #1: The Development Agreement (DA), as amended will ensure that the appropriate parks and infrastructure necessary for development will be provided in a manner that promotes orderly development. The substantive changes to the DA include the exclusion of properties where single residential unit construction is completed prior to the effective date of the amended DA; extension of the Term of the DA to August 1, 2035 (Tentative Subdivision Map for Villages 1 and 2 will still expire in 2031); addition of sections related to termination of the DA, both automatic terminations and terminations by mutual consent; and provides that the Developer relinquishes all rights to Village 3 of the original Tentative Subdivision Map (EG-11-046) by approval of the current Village 3 map requested with this Project (PLNG24-051).

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

Evidence #2: The DA, as amended, is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole in that the DA amendments will not modify the underlying land uses as approved with the original Silverado Village Project and will not increase in the overall maximum number of units anticipated within the SPA. The overall development remains residential in nature and will be compatible with adjacent land uses which include residential and commercial uses.

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

Evidence #3: The DA, as amended, will promote the orderly development of property or the preservation of property values in that the DA amendment will not modify the underlying land uses and will require certain backbone infrastructure improvements through conditions of approval placed on the TSM for Villages 1 and 2 and the newly adopted TSM for Village 3.

### Section 3: Action

The City Council hereby approves the amendments to the Amended and Restated Development Agreement by and between the City of Elk Grove and Sunset Tartesso, LLC, Relative to the Development Known as Elliott Springs (formerly Silverado Village) (EG-11-046) adopted on October 27, 2021, and authorizes the City Manager to execute the Second Amended and Restated Development Agreement by and between the City of Elk Grove and Sunset Tartesso, LLC, Relative to the Development Known as Elliott Springs (formerly Silverado Village) (EG-11-046) in substantially the form attached hereto as Exhibit A and incorporated herein by this reference, all subject to approval as to form by the City Attorney.

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

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

Section 5: Severability

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

Section 6: Savings Clause

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

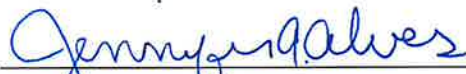
Section 7: Effective Date and Publication

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

**ORDINANCE:** 17-2025  
**INTRODUCED:** July 23, 2025  
**ADOPTED:** August 13, 2025  
**EFFECTIVE:** September 12, 2025

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

ATTEST:  
  
JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:  
  
JENNIFER A. ALVES,  
ACTING CITY ATTORNEY

Date signed: August 13, 2025

NO RECORDING FEE  
Government Code Section 6103

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:

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

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(Space Above this line reserved for Recorder's Use)

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ELK GROVE AND SUNSET TARTESSO, INC.  
RELATIVE TO THE DEVELOPMENT KNOWN AS  
ELLIOTT SPRINGS (FORMERLY SILVERADO VILLAGE) (EG-11-046)**

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

This Second Amended and Restated Development Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Elk Grove, a California municipal corporation (hereinafter "City") and Sunset Tartesso, Inc., an Arizona corporation, formerly known as Sunset Tartesso, LLC, an Arizona limited liability company (hereinafter "Developer") (collectively, "Parties"), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Sections 23.16.140 et seq. of the City's Municipal Code, establishing rules, regulations and procedures for the consideration of development agreements.

**RECITALS**

A. Development Agreement. To provide for development of the Project subject to certain terms and conditions, City and Developer's predecessor in interest, Vintara Holdings, LLC, a California limited liability company, previously entered into that certain Development Agreement by and between the City of Elk Grove and Vintara Holdings LLC (Silverado Homes) Relative to the Development Known as Silverado Village (EG-11-046) dated July 23, 2014 and recorded on July 17, 2019 in Book 20190717 on Page 0593 of the Official Records of the County Recorder of Sacramento County, which agreement was amended and restated in its entirety by that certain Amended and Restated Development Agreement, by and between the City of Elk Grove and Sunset Tartesso, LLC Relative to the Development Known as Elliot Springs (formerly Silverado Village)(EG-11-046) recorded on December 16, 2021 in Book 20211216 on Page 1584 of the Official Records of the County Recorder of Sacramento County (collectively, the "Development Agreement").

B. Second Amended and Restated Development Agreement. The Parties now desire to amend and restate the Development Agreement as set forth herein to, among other things, (i) modify the approved small lot tentative subdivision map conditions of approval; (ii) modify the Elliott Springs Development Agreement and Special Planning Area; (iii) approve a new Village 3 tentative subdivision map; and (iv) remove conditions of approval and determine a mitigation measure not necessary that required the Developer to contribute to the Bond Road Storm Drain Project, all based on removal of the Bond Road Storm Drain Project from the City's Capital Improvement Program. The amendments to the Elliot Springs Special Planning Area set forth herein will not result in a net loss of residential capacity.

C. 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.

D. 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 not be developed unless the Property is developed as set out in the Development Plan.

E. 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 single residential units and a village core that would include a clubhouse and/or a senior lodge facility. The Project also includes three public parks, open space and trails, a detention area/basin, and dedications for public rights-of-way internal to the project and along Bond and Waterman Roads.

F. Property Zoning. The Property subject to this Agreement is zoned Elliott Springs Special Planning Area. The Elliott Springs Special Planning Area includes, as described above, two villages that provide for single family residential use, totaling 393 dwellings units; an age-restricted village of 282 patio homes; a village core with a clubhouse and/or a senior lodge facility with up to 110 units for independent living, assisted living, and or memory care; 73.9 acres of open space; a 14.8 acre detention basin; and 6.4 acres of parkland.

G. 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 3.7± acres of Commercial/Office/Multifamily land. Together, these lands allow for 1,182 dwelling units. The proposed Project includes 675 single residential units and up to 110 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 these uses through the "village core" clubhouse facility and/or 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" clubhouse facility and/or lodge facility is less than that contemplated in the General Plan, as it is only 3± acres.

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

H. 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", less those individual parcels already constructed pursuant to the Development Plan prior to the effective date of this Agreement and conveyed to individual property owners. It is intended and determined that the provisions of this Agreement, to the extent permitted by law, shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and to their successors in interest.

1.2. Development Plan. For purposes of this Agreement, the term "Development Plan" shall refer to the approved zoning for the Property (The Elliott Springs Special Planning Area [formerly Silverado Village Special Planning Area], as last amended and adopted by Ordinance No. \_\_\_\_-2025, attached hereto as Exhibit "B," and included herein by this reference), the approved Tentative Subdivision Maps (Resolution 2014-175, as amended by Resolution No. 2021-303 and Resolution No. 2025-\_\_\_\_; and Resolution No. 2025-\_\_\_\_) and subject to those Conditions of Approval, as amended or adopted for the respected Tentative Subdivision Maps (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; major design review for the lodge/clubhouse) made in furtherance of the Project shall be deemed thereafter to be an element of the Development Plan. City personnel may make such modifications to the Development Plan in the ordinary course of implementation of development so long as it does not substantially alter the permitted uses, density, or intensity of use, provisions for reservation and dedication of land or conditions, terms, restrictions and requirements relating to the approved Development Plan only for the Project described in this Development Agreement. The City may amend the Elliott Springs Special Planning Area and zoning for any other project not described in this Development Agreement.

1.3. Interest of Developer. Developer represents that Developer has a fee or controlling interest in the Property subject to this Agreement and described in Section 1.1. above, and that all other persons holding legal or equitable interests in the Property, excluding owners of the single residential dwelling units already constructed prior to the effective date of this Amended and Restated Agreement are to be bound by this Agreement. The holders of any legal or equitable title record other than Developer and owners of the single residential dwelling units already constructed prior to the effective date of this Amended and Restated Agreement shall sign this Agreement giving their consent to the recordation of the Agreement.

1.4. Term of Agreement. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall terminate at 11:59 p.m. on August 1, 2035 unless the Agreement is otherwise terminated, modified or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

1.5. Automatic Termination Upon Sale and Completion of Individual Lots. Except as

otherwise provided herein, this Agreement shall automatically be terminated with respect to any improved residential lot within a parcel that is shown on a Final Map and designated by the Development Plan for such use, without any further action by any Party or need to execute or record any additional document(s), upon payment of all required City fees associated with that lot and issuance by City of a final occupancy certificate for a single residential dwelling unit upon such lot and conveyance of such lot by Developers, or either of them, to a bona-fide, good-faith purchaser. In connection with its issuance of a final inspection for such lot, City shall confirm that all improvements which are required to serve the lot have been completed and dedicated to and accepted by City, and all applicable fees have been paid by the applicable Developer. Termination of this Agreement as to any such lot shall not be construed to terminate or modify any applicable assessment district or special tax lien with respect to such lot.

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

1.7. Effect of Termination. Termination of this Agreement, whether by mutual written consent as provided in Section 1.6, or by expiration of its own accord, shall not: (1) affect any obligation under this Agreement owed by one Party to another which has already arisen under the terms of this Agreement as of the date of such termination; (2) affect those provisions of this Agreement which provide that they shall survive the termination of this Agreement; (3) be construed to terminate or modify any applicable covenant, condition, servitude or restriction that runs with the land and binds Successor(s); (4) affect the validity of any structure on the Properties or improvement which is completed as of the date of termination and is in compliance with all necessary permits; or (5) prevent Developer from completing any structure on the Properties or improvement under construction at the time of termination, provided that any such structure or improvement is completed in accordance with all necessary permits. Upon termination of this Agreement, whether by mutual written consent as provided in Section 1.6, or by expiration of its own accord, the Development Plan and any amendments thereto shall remain in effect and not automatically be repealed or rescinded, but Developers shall no longer have Vested Rights to them except to the extent that Developers have independently acquired a common law vested right to them.

1.8. Expiration of Approved Maps. The approved tentative maps associated with the Development Plan shall be valid for the terms set forth in Sections 1.8.1 and 1.8.2 below. Upon the expiration of any such map, the vested development rights associated with that map shall terminate.

1.8.1. Silverado Village Tentative Subdivision Map (EG-11-046) approved by City Council Resolution No. 2014-175 shall expire at 11:59 p.m. on November 25, 2031.

1.8.2. Elliott Springs Village 3 Tentative Subdivision Map (PLNG24-051) approved by City Council Resolution No. \_\_\_\_\_ shall expire at 11:59 p.m. on August 31, 2035.

1.9. 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.

1.10. 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: Community Development Director  
8401 Laguna Palms Way  
Elk Grove, CA 95758

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

**SECTION 2.  
DEVELOPMENT OF THE PROPERTY**

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

2.2. Applicable Rules, Regulations and Official Policies. The ordinances, resolutions, codes, rules, regulations, official policies, and General Plan of the City governing permitted uses, timing and rate of development, density, design, improvements, and construction standards and specifications applicable to development of the Property, shall be those rules, regulations, and official policies in force at the time of the execution of this Agreement. In the event of any conflict between the terms of this Agreement and any Subsequent 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 Developer 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. Notwithstanding Section 2.3, City may charge Developer the applicable Impact Fees that are operative and in force and effect in the City on a City-wide basis at the time such fees are customarily required by the City to be paid.

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

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

2.2.2 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.

2.3.2 Compliance with Government Code Section 66473.7. A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of Section 66474.3. This provision is included in this Agreement to comply with Section 65867.5(c).

### **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.

3.2.1 Rights to Final Map. City and Developer acknowledge and agree that Developer has a vested right to prepare and request City approval of (i) one or more Final Maps for Villages 1 and 2 of the Silverado Village Tentative Subdivision Map (EG-11-046); and (ii) one or more Final Maps for the Elliott Springs Village 3 Tentative Subdivision Map (PLNG24-051). All Final Maps shall substantially conform to the applicable Tentative Subdivision Map. By the City Council's approval of the Elliott Springs Village 3 Tentative Subdivision Map (PLNG24-051), and the parties concurrent mutual agreement set forth herein, the City and Developer acknowledge and agree that Developer has relinquished any and all rights to prepare and record any Final Maps for Village 3 of the Silverado Village Tentative Subdivision Map (EG-11-046).

3.3 Indemnification, Defense and Hold Harmless. Developer shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Project, the Development Plan, or the Property (including any challenge to the adoption or validity of any provision of this Agreement or the Development Plan, and including any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project), or Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective law; provided, however, that Developer shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

In the event of any administrative, legal or equitable action instituted by any third party challenging this Agreement or any City approval, consent or action made in connection with this Agreement (each a "Third Party Challenge"), the City may tender the defense to Developer. In the

event of such tender, Developer shall indemnify the City against any and all fees and costs arising out of the defense of such Third-Party Challenge. Developer shall be entitled to direct the defense of such Third-Party Challenge, provided the City's consent shall be required for any settlement. If Developer should fail to timely accept a tender of defense as provided above, City may assume the control of the defense and settlement of such Third-Party Challenge and make any decisions in connection therewith in its sole discretion. Such assumption of the defense by the City shall not relieve Developer of their indemnification obligations for such Third-Party Challenge.

#### **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; Venue. 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. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

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

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

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

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

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

*Signatures on following page*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DEVELOPER:  
SUNSET TARTESSO, INC.,  
an Arizona corporation

By: \_\_\_\_\_

CITY:  
CITY OF ELK GROVE,  
a municipal corporation

By: \_\_\_\_\_  
Bobbie Singh-Allen, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jonathan P. Hobbs  
City Attorney

ATTEST:

By: \_\_\_\_\_  
Jason Lindgren  
City Clerk

California Notary Acknowledgment

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary)

[seal]

**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 53 113 rods North of the Southwest corner of said Section 30; thence from said point of beginning West 60 rods; thence North 53 113 rods; thence East 60 rods; thence South 53 113 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

**EXHIBIT B  
ORDINANCE AMENDING ELLIOTT SPRINGS SPA**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AMENDING THE ELLIOTT SPRINGS SPECIAL PLANNING AREA FOR THE  
ELLIOTT SPRINGS VILLAGE 3 PROJECT (PLNG24-051) FOR  
ALL PARCELS WITHIN THE ELLIOTT SPRINGS SPECIAL PLANNING AREA**

**WHEREAS**, the Community Development Department of the City of Elk Grove (the “City”) received an application on November 27, 2024, from Sunset Tartesso, Inc. (the “Applicant”) for the Elliott Springs Village 3 Amendment Project requesting approval of an amendment to Elliott Springs Special Planning Area (SPA), an amendment to the Amended and Restated Development Agreement (DA) for the Elliott Springs Project, an amendment to the Conditions of Approval for the Tentative Subdivision Map (TSM), and approval of a new Tentative Subdivision Map for Elliott Springs Village 3; and

**WHEREAS** the proposed Project is located on real property in the incorporated portions of the City of Elk Grove more particularly described as all parcels within the Elliott Springs SPA; and

**WHEREAS** the Community Development Department considered the Project request pursuant to the Elk Grove General Plan; the Elk Grove Municipal Code (EGMC) Title 22 (Land Development) and Title 23 (Zoning Code); the Elliott Springs SPA, and all other applicable state and local regulations; and

**WHEREAS** the Planning Commission held a duly-noticed public hearing on June 19, 2025 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting; and

**WHEREAS** the City Council held a duly-noticed public hearing on July 23, 2025 as required by law to consider all of the information presented by staff and public testimony presented at the meeting concerning the Silverado Village SPA Amendment.

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

**Section 1: Purpose**

The purpose of this Ordinance is to amend the Elliott Springs SPA to update land use acreage totals for the overall SPA and to accommodate changes within Elliott Springs Village 3 including: a) the number and location of senior patio homes; b) the number and location of senior assisted living units; and c) the development standards applicable to these units all as shown in Exhibit A of this Ordinance.

**Section 2: Findings**

**Elliott Springs SPA Amendment**

**Finding #1:** That the proposed special planning area is consistent with the goals, policies, and objectives of the General Plan.

**Evidence:** The substantive changes proposed in the amendments to the Special Planning Area (SPA) involve changes to Village 3, the age-restricted portion of the

SPA. The proposed amendment would reduce the size of the Village Core area from 5.1± to 3.0± acres. The Village Core would still allow for a similar range of uses including, but not limited to, a community clubhouse, community-serving commercial uses, and assisted living units. Though the amendments modify the unit distribution between single-unit patio homes and lodge units, the overall unit count within Village 3 will remain at 392. The SPA amendments will also modify some of the Village 3 development standards related to setbacks, landscaping, and parking. None of the changes to the development standards will result in a change to the density or intensity of development.

The Project Site includes Rural Residential, Low Density Residential, and Community Commercial General Plan Designations. These designations are implemented by the Elliott Springs SPA and there will be no changes to these designations with this application. Rural Residential uses are generally characterized by large-lot rural residential development. The Rural Residential designation is at the north end of the Project Site where the Site abuts large-lot residential development to the north. The Elliott Springs SPA designates this northern area as Open Space. Much of this open space is a 74-acre nature preserve to buffer large-lot development to the north from the Elliott Springs development.

Low Density Residential uses are characterized by single-unit detached residential development at densities from 4.1 to 7.0 dwelling units per acre. A majority of the Project site (approximately 150 acres) is designated Low Density Residential. The Low Density Residential General Plan Designation is implemented by the SPAs residential villages (Villages 1-3) which allow for typical single-unit detached homes and compact-lot age-restricted homes in Village 3. A total of 675 single-unit homes are proposed within the area designated as Low Density Residential resulting in a density of 4.6 dwelling units per acre, consistent with the residential density allowed by the General Plan.

Approximately 3.7 acres of the Site within Village 3 is designated Community Commercial. The Community Commercial designation is generally characterized by retail and service uses that meet the daily needs of surrounding residents. The Community Commercial designation is implemented by the Village Core of Village 3 within the SPA. The Village Core allows for a clubhouse facility, a multi-family residential Lodge Facility, or a mix of these uses. Specifically, the SPA allows a range of uses within these facilities including independent and assisted living age-restricted apartments, dining and recreation facilities, offices, and small commercial spaces. Such allowed uses are consistent with uses to meet the daily needs of surrounding residents as described in the General Plan.

Finding #2: There are changed circumstances sufficient to justify the modification of the approval

The substantive changes proposed in the amendments to the Special Planning Area (SPA) involve changes to Village 3, the age-restricted portion of the SPA. The proposed amendment would reduce the size of the Village Core area from 5.1± to 3.0± acres. The Village Core would still allow for a similar range of uses including, but not limited to, a community clubhouse, community-serving commercial uses, and

assisted living units. Though the amendments modify the unit distribution between single-unit patio homes and lodge units, the overall unit count within Village 3 will remain at 392.

The Applicant is not the original developer of the Project. The Applicants are requesting amendments that are generally consistent with the SPA as adopted but provide flexibility for ultimate construction within the age-restricted Village 3 by Elliott Homes. The reconfiguration of the Village 3 Core better aligns with the Applicant's long-term vision and operational criteria for the Village 3 community. The modifications to the SPA do not alter the land uses within the SPA, nor do they reduce the total housing capacity within the SPA.

### Section 3: Action

The City Council hereby approves the Special Planning Area Amendment attached as Exhibit A and incorporated herein by this reference.

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

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

### Section 5: Severability

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

### Section 6: Savings Clause

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

### Section 7: Effective Date and Publication

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

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 23<sup>rd</sup> day of July, 2025

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

ATTEST:

APPROVED AS TO FORM:

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JASON LINDGREN, CITY CLERK

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JONATHAN P. HOBBS,  
CITY ATTORNEY

## **Elliott Springs Special Planning Area**

City of Elk Grove

July XX, 2025

## **Elliott Springs SPA – Special Planning Area**

### **A. Introduction & Project Overview**

The Elliott Springs 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 140 single-family detached homes with a minimum lot size of 5,775 sq. ft. The majority of the lots, including the lots along the western property line abutting Quail Ranch Estates, are sized to a minimum lot size of 6,300 sq. ft. and to match the width of these off-site lots to the extent possible as described herein.

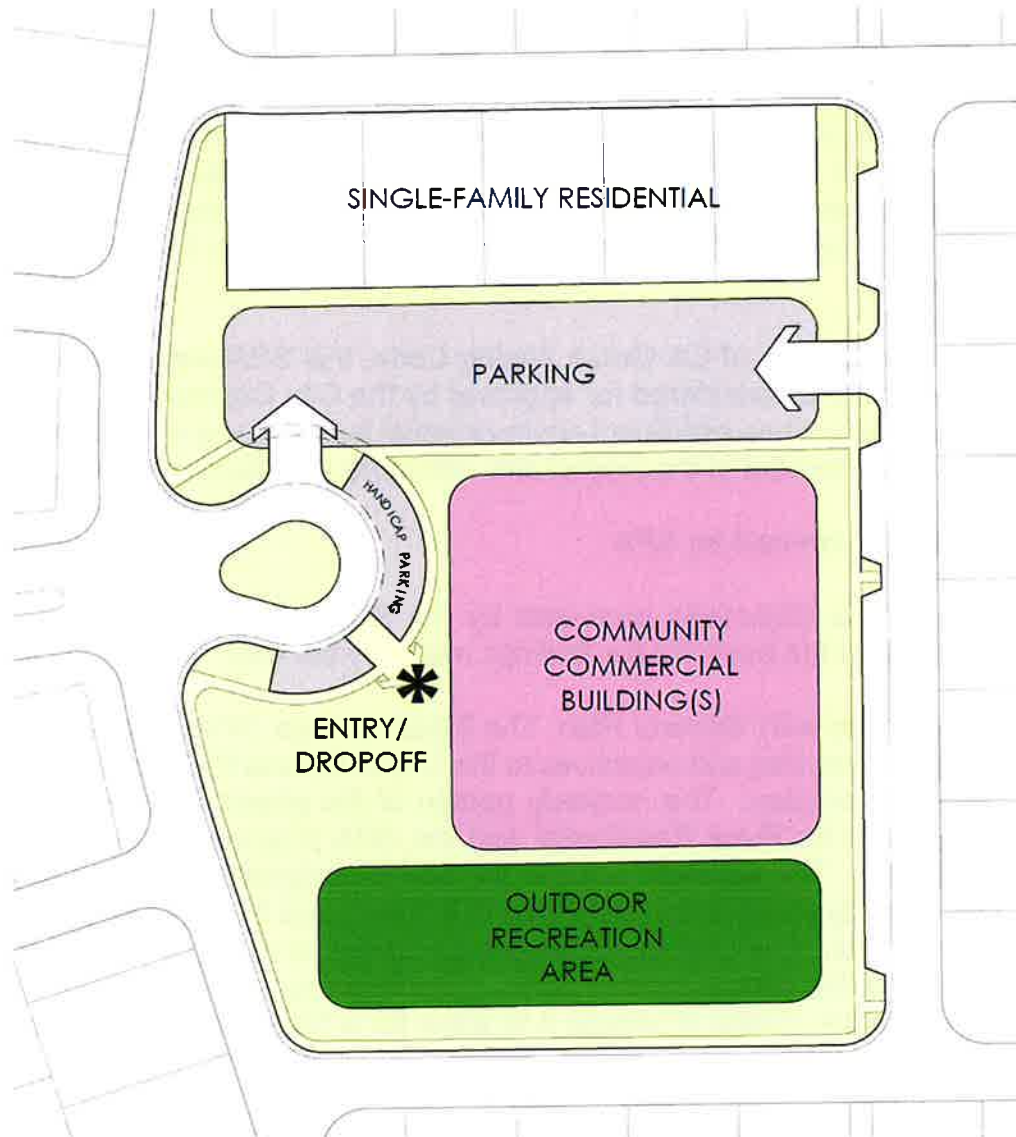
Village 2 proposes a maximum of 253 single-family detached homes with a minimum lot size of 5,775 square feet. This neighborhood is well buffered from adjacent properties by Waterman Road and the open space corridor located under the existing power lines on the east, by a 74-acre open space preserve to the north, and by Villages 1 and 3 to the west and south respectively.

Village 3 proposes a maximum 282 active adult Patio Homes on a minimum lot size of 4,000 sq. ft. as measured from the back of curb along the street edge 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 Clubhouse and/or Lodge Facility is planned on a ±3-acre site at the terminus of Village 3’s primary entrance drive within a well-landscaped setting, providing a centrally located gathering space that is easily accessed by residents. Development of this site allows for a mix of uses, including a Clubhouse with recreational amenities and/or a multi-family residential Lodge with a maximum of up to 110 units for independent living, assisted living, and/or memory care for seniors.

Figure 1: Location Map



Figure 2: Village Core Concept Site Plan



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

Elliott Springs provides several unique features, including a 74-acre open space area in the northern portion of the property, a portion of which is designated for a wetland habitat preserve area. An additional 15.4 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 5.6 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 Elliott Springs 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 Elliott Springs are summarized below and provide the basis for the findings made by the City:

- a. *Consistency with General Plan:* The Elliott Springs 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 southern area of the site is designated for 146± acres of Low Density Residential (LDR) (4.1-7.0 du/ac) and 3± acres of Community Commercial. The LDR designated area allows for a range of 598 to 1,022 units and the SPA proposes 671. The Community Commercial area is shifted to the middle of Village 3 to allow for a Clubhouse Facility, a multi-family residential Lodge Facility, or a mix of these uses.
- b. *Compatibility with adjacent Neighborhoods:* The adjoining Elliott Springs 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 74 acres (32% of site) on the northern portion of the property for natural open space, which includes a preserve area to protect sensitive wetland and habitat area. A 3.9 acre open space parcel is also designated under the existing power lines. Additionally, A 14.8 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.

Considered together, 93.3 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 and corridors 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 Elliott Springs SPA**

The Elliott Springs 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 Elliott Springs SPA along with the City of Elk Grove General Plan and Municipal Code shall regulate zoning and land use for the Elliott Springs 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 Elliott Springs 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 23.16.080 (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:**

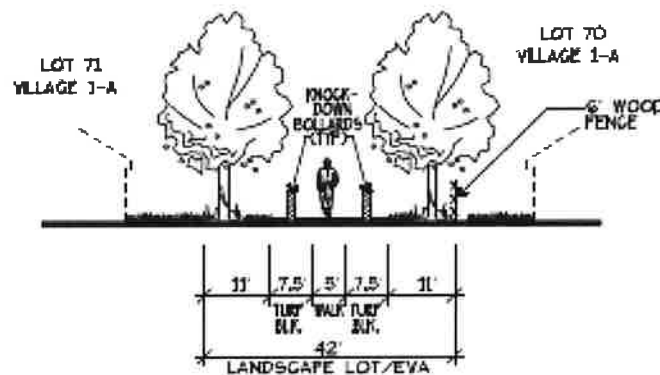
- i. Except as otherwise provided, minimum lot size of 5,775 square feet and typical dimensions of 55' wide x 105' deep shall be provided for all lots. Irregular lots (as defined in the Zoning Code) and those special conditions described in this SPA will vary from the typical dimensions.
- ii. Front, side and rear yard setbacks shall be consistent with the RD-5 zone, unless otherwise excepted herein.
- iii. Except as provided in section c.iv 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. A maximum of fifteen (15) lots may have a minimum lot size of 5,775 square feet. The remaining lots shall have a minimum lot size of 6,300 square feet and typical dimensions of 60' wide x 105' deep.
- ii. Lots abutting the western boundary adjacent to Quail Ranch Estates shall have minimum lot sizes of 6,300 square feet with lot widths matching the adjacent off-site lots to the extent possible.
- iii. Minimum rear yard setback for the primary dwelling for lots adjacent to Quail Ranch Estates shall be twenty (20') feet.
- iv. Lots abutting Quail Ranch Estates shall be limited to single story homes.
- v. A solid masonry wall a minimum of six (6') feet in height shall be constructed on the westerly property line abutting Quail Ranch Estates. The wall shall be designed to minimize potential impacts to off-site trees through the use of pier foundations and/or offsetting the wall from the property line to the east (Project side) to provide separation between the existing trees and the wall, or modifications in lot depth as provided in section i above.

- vi. 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.

**Figure 3: Pedestrian Connection with Emergency Vehicle Access**



**PASEO @ BOB WHITE COURT**

- vii. 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 Elliott Springs 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 Elliott Springs Drive, within a minimum 35' wide landscape corridor lot, allowing a publicly accessible east-west connection through Elliott Springs.
- 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.

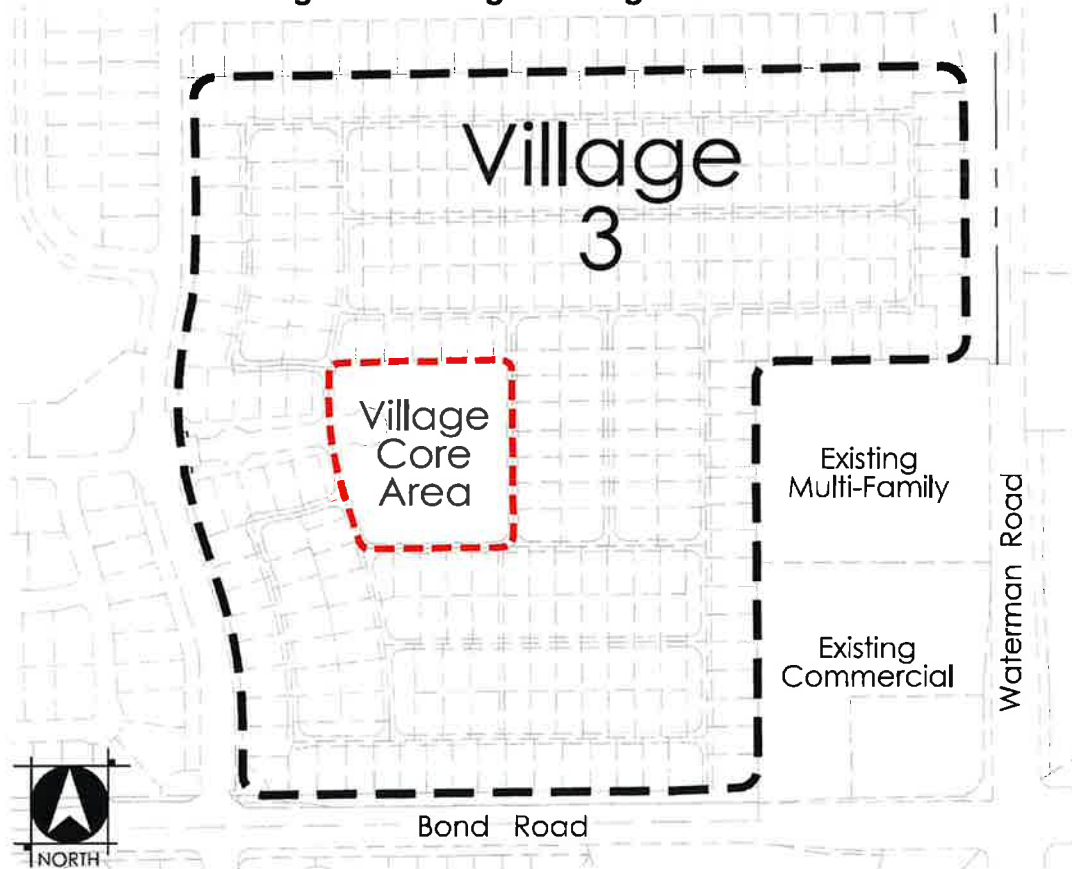
**3. Village 3**

Village 3 is an age-restricted gated community with private streets and contains 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. One housing type is accommodated in the higher intensity "Village Core" area, which allows for a multi-family residential lodge facility for seniors in one or more buildings, plus recreational amenities. The lodge use is defined as a multi-unit, age-restricted building(s) for independent and/or assisted living, which can also accommodate memory care units. Another housing type is the "Patio Home" planned for the remainder of Village 3, which consists of single-family detached units on small lots, located around the "Village Core" allowing convenient access for the residents to the "Village Core" area. Two typical lot sizes are provided within Village 3 to accommodate different sized Patio Homes.

**a. Village Core**

- i. A Village Core is designated at the center of Village 3 which corresponds to the Community Commercial land use designation on the City’s General Plan (See Figure 3: Village 3 Village Core Area). The Village Core area is comprised of a 3-acre site that can accommodate a Clubhouse Facility, a multi-family residential Lodge Facility, or a mix of these uses. 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. This land use is situated in the center of the neighborhood to make the site a convenient walking distance from the surrounding Patio Homes, while also allowing it 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 Clubhouse and/or Lodge Facility. The Village Core area and the contiguous patio home area may be reoriented to allow for more recreation amenities and/or a Lodge Facility, not to exceed 110 units. The ultimate mix of uses as allowed in section b(i) below on will be subject to review and compliance the Village Core commercial component requirement.

**Figure 4: Village 3 Village Core Area**



**b. Village 3 - List of Permitted Uses**

- i. Village Core– Clubhouse and/or Lodge Facility:
  - 1. Independent Living Apartments
  - 2. Assisted Living Apartments
  - 3. Specialized Care Units (memory care for Alzheimer's and dementia residents.)
  - 4. Catering kitchen
  - 5. Dining and sitting areas, meeting rooms, recreation & gaming rooms
  - 6. Swimming Pool, indoor or outdoor, and accompanying structure and equipment
  - 7. Spa or hot tub
  - 8. Fitness room
  - 9. Changing room and showers
  - 10. Offices
  - 11. Small commercial space for other 3rd party services
  - 12. Outdoor Recreational Amenities (e.g. bocce, croquet, putting green, tennis courts, garden, etc.)
  
- ii. Residential Areas:
  - 1. Single family homes (Patio Homes)
  - 2. Paseos and pedestrian corridors (pathways) with appropriate easements
  - 3. Exclusive use areas (such as outdoor areas reserved for the exclusive use by the owners or residents of a single Patio Home)
  - 4. Community gardens or other common areas

**c. Village 3 Development Standards**

- i. The Elliott Springs 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 Patio Home lots.

**Table 1: Village 3 Site Development Standards – Patio Homes**

Development Standard	Patio Homes
Minimum Lot Area	4,600 sf. min. <sup>1</sup>
Maximum Density	8 .0 du/ac.
<b>Front &amp; Side Setbacks<sup>2</sup></b>	
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. <sup>3</sup>
<b>Rear Setback</b>	
To first floor living area	10 ft.
To second floor living area	15 ft.
<b>Lot Dimensions</b>	
Width	50 ft. <sup>4</sup>
Corner lot	60 ft.
Depth	92.5 ft. <sup>5</sup>
<b>Height Limit</b>	
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 interior side property line or from back of curb for house edges facing a street on a corner lot. 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 the ±3-acre site in the Village Core.

**Table 2: Village 3 Village Core Site Development Standards**

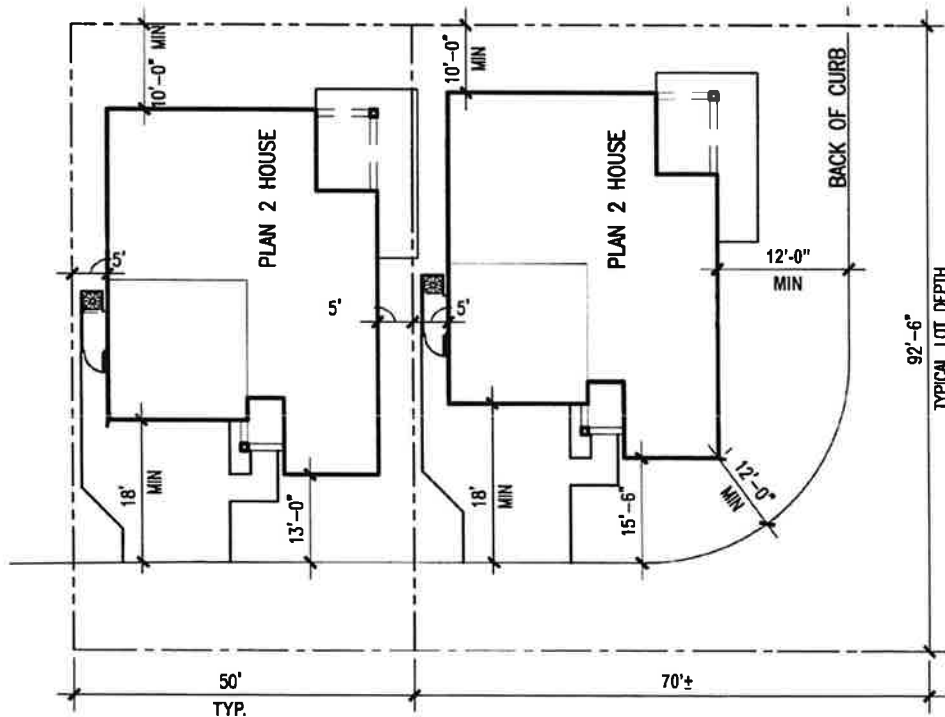
Development Standard	Village Core Area
Minimum Lot Area	No minimum
<b>Front, Rear &amp; Side Setbacks</b>	
Building to Building	20 ft. <sup>1</sup>
Street side setback	15 ft. <sup>2</sup>
Interior side setback	15 ft. <sup>3</sup>

Lot Dimensions	
Depth	No minimum
Height Limit	
Primary Structures	48 ft.
Parking	
Clubhouse and/or Lodge Facility	<p>Clubhouse: To be determined through Design Review.</p> <p>Lodge: 1 space/ employee, plus 1 space/ facility vehicle, plus 1 space/ 8 persons at facility capacity</p>

Notes (Table 2):

- 1) Setback is for building to building for any habitable structure including the setback of the clubhouse or lodge building(s) 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 5: Typical Patio Home 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 walk-ability 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 patio home to be provided by driveway aprons and other dedicated parking spaces spread throughout the village. To augment parking provided on driveway aprons, small parking pockets are planned at several block ends throughout the neighborhood, which provide walkable connections to Patio Homes via planned pedestrian corridors. This concept is illustrated in the figure below.

**Figure 5A: Parking Pocket Concept Plan**

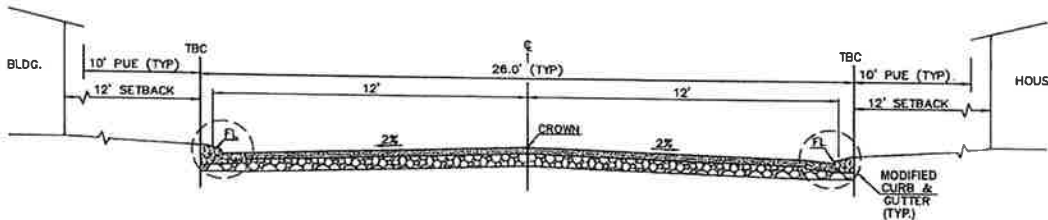


- b. The Clubhouse Facility's parking standard shall be determined through Design Review. The Lodge facility shall provide, at a minimum, 1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity.
- c. Each unit shall provide two garage parking spaces. Garages shall be designed as side-by-side.

**e. Street Standards:**

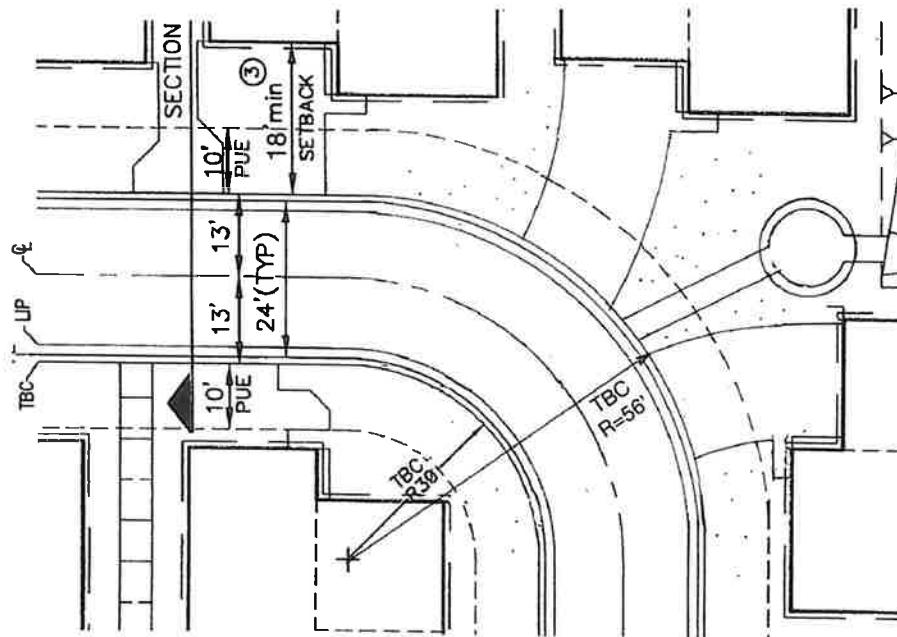
- i. A simple, grid pattern street system is required for Village 3 to provide access to the village core and Patio Homes.
- ii. The minimum offset between intersections for the internal private streets shall be 75'. This is justified due to the low traffic volumes and low travel speeds anticipated for 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 6: Street Section for Internal 26' Private Lanes**



- iv. Curbside sidewalks are not required internal to Village 3 except at the main project entry from Elliott Springs Drive to the Village Core site. Pedestrian corridors 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.
- 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 7: 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, passive recreation spaces, common areas and recreational amenities.
- ii. The open space areas shall be designed for the enjoyment of Village 3's 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.

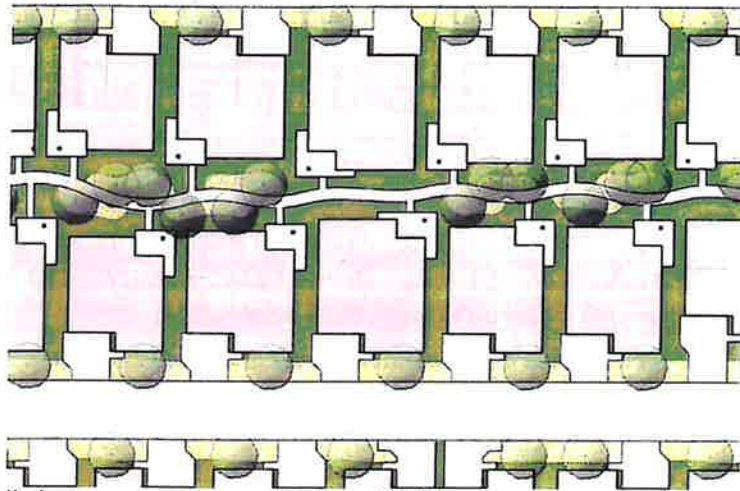
#### **g. Landscape Standards**

- i. Due to the extensive green space and recreation amenities provided on-site within Village 3 (e.g. the Clubhouse/Lodge Facility and associated amenities) 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 and is replaced by private patios defined by a low wall or fence up to 4'-high, allowing for a 4'-wide (min.) meandering walkway within designated pedestrian paseos and corridors that incorporate enhanced landscaping. 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 Village Core site, 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 8: Paseo Illustrative**



- iii. Where private, fenced rear yards are present, including homes located along the village's perimeter, along the northern edge of the Village Core site, or in an area where a paseo is not planned along a rear yard space, 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 passive recreation spaces and parking pockets to provide a landscape amenity within close proximity to the residents of the Patio Home lots. Design of these corner passive recreation spaces 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,” “LL,” “PP,” “QQ,” “RR,” “SS,” “TT,” “UU,” “VV,” “WW,” and “XX” on the Village 3 tentative map.

- v. Separate landscaped paseo lots are designated within Village 3 to provide residents with a pedestrian connection throughout the neighborhood and to the Village Core’s facilities. These lots are shown as “HH,” “II,” “JJ,” “KK,” “MM,” and “NN” on the Village 3 tentative map.

**Figure 9: 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 269 & 270 connecting to the sidewalk along Elliott Springs Drive;

- b. At the pedestrian/emergency access point between lots 161 & 255 providing access to Bond Road as well as the existing Commercial to the east;
- c. At lots 48 & 138 connecting to the trail in the open space corridor adjacent to Waterman Road; and
- d. Between lots 13 & 14 to connect to sidewalk along Elliott Springs Drive.

### **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 Elliott Springs 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 Elliott Springs 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 (min.) 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 west of Lot W (paseo)
- b. A Street north of Lot D (trail corridor)
- c. G Street at I street, north side
- d. I Street at H Street, north side
- e. J Street at B Street, west side
- f. Elliott Springs Drive at B Street/Village Center Lane, all four sides
- g. Elliott Springs Drive at A Street, all four sides
- h. Elliott Springs Drive at U Street/Lot W (paseo), north side
- i. Lot F trail at Elliott Springs Drive, west side
- j. Elliott Springs Drive at Waterman Road, north side (connecting to trail head at Sheldon and Waterman project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
APPROVING AMENDMENTS TO THE CONDITIONS OF APPROVAL FOR THE  
ELLIOTT SPRINGS TENTATIVE SUBDIVISION MAP FOR VILLAGES 1 AND 2 AND  
APPROVING A TENTATIVE SUBDIVISION MAP FOR  
ELLIOTT SPRINGS VILLAGE 3 (PLNG24-051)  
APNs: ALL PARCELS WITHIN THE ELLIOTT SPRINGS SPA**

**WHEREAS**, the Community Development Department of the City of Elk Grove (the “City”) received an application on November 27, 2024, from Sunset Tartesso, Inc. (the “Applicant”) for the Elliott Springs Village 3 Amendment Project requesting approval of a Special Planning Area (SPA) Amendment, Development Agreement (DA) Amendment, an amendment to the Conditions of Approval for the previously approved Tentative Subdivision Map (TSM), and a new Village 3 TSM; and

**WHEREAS**, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove within the Elliott Springs SPA; and

**WHEREAS** the Community Development Department considered the Project request pursuant to the Elk Grove General Plan, the Elk Grove Municipal Code (EGMC) Title 23 (Zoning), Title 22 (Land Development), the Elliott Springs SPA, and all other applicable state and local regulations; and

**WHEREAS** the Planning Commission held a duly-noticed public hearing on June 19, 2025 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting, and voted 5-0 to recommend approval of the Project to the City Council; and

**WHEREAS** the City Council held a duly-noticed public hearing on July 23, 2025, as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Elk Grove hereby approves the amendment to the Conditions of Approval for the Elliott Springs Tentative Subdivision Map for Villages 1 and 2 as described in Exhibit A and shown in Exhibit B, both attached and incorporated herein by reference; and approves a Tentative Subdivision Map for Elliott Springs Village 3 as illustrated in Exhibit C pursuant to the Conditions of Approval provided in Exhibit D, both attached and incorporated herein by reference, based upon the following findings:

**Amendment to Conditions of Approval for the Tentative Subdivision Map for Elliott Springs Villages 1 and 2 (Exhibit B)**

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

- a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

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

Evidence:

- (a) As described in the Project staff report, amendments to the TSM conditions of approval remove conditions of approval related to a drainage project that has been deemed to be no longer necessary and has been removed from the City Capital Improvement Program (CIP). Furthermore, these amendments to the TSM conditions of approval modify the fence material adjacent to the Lot W paseo. The removal and modification of these conditions does not change the underlying land uses and the proposed TSM will result in an overall development intensity consistent with the land uses currently designated in the Community Plan.
- (b) The proposed subdivision design, lot sizes, lot configurations, and proposed infrastructure improvements within Villages 1 and 2 of the Elliott Springs TSM are consistent with the development standards and land use designations for the proposed site. Updated modeling demonstrated that the City's performance criteria for both 10-year and 100-year rainfall events can be met by the existing stormwater system and the construction of certain drainage improvements is no longer necessary. Furthermore, the amendments to the TSM conditions of approval modify the fence material adjacent to the Lot W paseo but does not affect the location of any approved residential lot or associated infrastructure. The original fence material was not required for noise attenuation but only as a means for physical separation of the pathway. Therefore, the removal of Conditions of Approvals 13 and 40 and modification of Condition of Approval 20 of the TSM is appropriate.
- (c) The site is physically suitable for the proposed development. Access to the site is available along both Bond and Waterman Roads and all necessary services and facilities can be provided. Therefore, the site is physically suitable for the development proposed.
- (d) The site is physically suitable for the proposed density of development. The Low Density Residential General Plan Designation is implemented by the SPAs residential villages (Villages 1-3) which allow for typical single-unit detached homes and compact-lot age-restricted homes in Village 3. A total

of 675 single-unit homes are proposed within the area designated as Low Density Residential resulting in a density of 4.6 dwelling units per acre, consistent with the residential density allowed by the General Plan.

- (e) Development of Project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. An addendum to the Project EIR was prepared which conclude that the Project will not result in new significant impacts that have not already been considered and mitigated in the previous EIR. The TSM, with conditions as amended, will remain subject to the MMRP adopted with the Project
- (f) The design of the subdivision will not cause serious public health problems based upon the analysis presented in the Project's EIR, and addendum thereto, all subject to its adopted MMRP.
- (g) The design of the subdivision will not conflict with easements acquired by the public at large as demonstrated by review of the Project.

### **Elliott Springs Village 3 Tentative Subdivision Map (Exhibit C)**

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

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

### Evidence:

- (a) As described in the Project Staff Report the proposed TSM will result in an overall development intensity consistent with the land uses currently designated by the General Plan and Elliott Springs SPA.
- (b) As described in the staff report, the proposed subdivision design, lot sizes, lot configurations, and proposed infrastructure improvements are consistent

with the Elliott Springs Special Planning Area (as requested for amendment) development standards and land use designations for the proposed site.

- (c) The site is physically suitable for the proposed development. The Elliott Springs SPA land use map has anticipated the Project site for development. Access to the site will be provided or is available and necessary services and facilities can be provided. Therefore, the site is physically suitable for the development proposed.
- (d) The site is physically suitable for the proposed density of development. The proposed TSM is consistent with the Elliott Springs SPA and its development standards and will not result in any impacts not already analyzed or mitigated for in the MMRP.
- (e) Development of Project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site was analyzed for residential development in the EIR and remains subject to its adopted MMRP including all mitigation measures related to biological resources.
- (f) The design of the subdivision will not cause serious public health problems based upon the analysis presented in the Silverado Village EIR and subsequent Addendum and subject to its adopted MMRP.
- (g) The design of the subdivision will not conflict with easements acquired by the public at large as demonstrated by review of the Project.

### **Elliott Springs Village 3 Tentative Subdivision Map – Subdivision Design Review**

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

Evidence #1: The site layout has been reviewed against the Elliott Springs SPA and the Elk Grove Design Guidelines for residential subdivisions and meets all applicable design requirements. Approval of the Tentative Subdivision map will result in total of 671 single-unit homes within the SPA area designated as Low Density Residential resulting in a density of 4.6 dwelling units per acre, consistent with the residential density allowed by the General Plan. Additionally, the proposed TSM and related plans provide all the design elements required by EGMC Titles 22 and 23. The Conditions of Approval provided in Exhibit D will ensure consistency with all standard requirements including the City's CAP.

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

Evidence #2: The proposed TSM and related plans provide all the design elements required by the Elliott Springs SPA and EGMC Titles 22 and 23. Future development

3 must comply with the development standards provided in the Elliott Springs SPA, specifically those standards as they relate to Village 3 of the SPA.

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

Evidence #3: Future development of the site with single-family houses and/or community buildings must be consistent with the Elliott Springs SPA. Consistency with the development standards contained therein will ensure that future construction will establish a clear design concept that is compatible with the character of buildings on adjoining and nearby properties.

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

Evidence #4: The proposed subdivision is designed as a private, gated subdivision. As described Project’s Staff Report, the TSM implements the SPA’s “pedestrian paseos” to provide pedestrian connectivity within the subdivision and to adjacent neighborhoods. The proposed subdivision will not inhibit vehicular, bicycle, or pedestrian circulation as the Elliott Springs TSM layout for the adjacent residential villages provide connectivity to and around the proposed Village 3 TSM.

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

Evidence #5: Access to and circulation throughout Village 3 of Elliott Springs will be similar to that as approved with the initial Silverado Village SPA. Vehicular access to Village 3 will be via a single driveway on the west side of the community. As Village 3 will be an age-restricted community, all streets internal to the village will be private streets with a single gated entry on the west side of the subdivision at Elliott Springs Drive. Landscape and pedestrian easements are provided throughout Village 3 to facilitate pedestrian access to the community facilities that will be located at the Village Core. Pedestrian connections will also be provided at the perimeter of Village 3 providing access to surrounding streets and the surrounding trails system

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 23<sup>rd</sup> day of July, 2025

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

ATTEST:

APPROVED AS TO FORM:

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

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

**Exhibit A**  
**Project Description**

**PROJECT DESCRIPTION**

The Elliott Springs Village 3 Project consists of:

- Adoption of an **Addendum** to the previously certified Silverado Village (now Elliott Springs) Environmental Impact Report (EIR)
- A **Special Planning Area Amendment** to modify the Special Planning Area (SPA) to update land use acreage totals for the overall SPA and to accommodate changes within Elliott Springs Village 3, the age-restricted portion of the SPA Area. These amendments propose to modify; a) the number and location of senior patio homes; b) the number and location of senior assisted living units; and c) the development standards applicable to these units.
- A **Development Agreement Amendment** to modify the terms and conditions of the Elliott Springs Development Agreement (DA) for the parcels owned by Sunet Tartesso.
- Approval of a **Tentative Subdivision Map for Elliott Springs Village 3**, including **Subdivision Design Review**. All development in Village 3 shall comply with the City's Climate Action Plan.

**Exhibit b  
Conditions of Approval  
EG-11-046 – Elliott Springs Tentative Subdivision Map**

Showing track changes with deletions in ~~strikeout~~ and additions with underline.

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
<b>On-Going</b>				
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"> <li>• 390 lots for standard single family in Villages 1 and 2, collectively</li> <li>• 261 lots for age restricted cottages in Village 3</li> <li>• 2 lots for the age restricted lodge/clubhouse</li> <li>• 9 lots for open space/trail corridor</li> <li>• 2 lots for parks</li> <li>• 1 lot for detention area/basin</li> <li>• 14 lots for landscape lots and paseos</li> <li>• 1 lot for private drive</li> <li>• Dedications for public rights-of-way internal to the project and along Bond Road, Waterman Road,</li> </ul> <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.	<p>This action does not relieve the Applicant of the obligation to comply with all codes, laws, statutes, regulations, and procedures.</p>	On Going	Planning	
3.	<p>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.</p>	On Going	Planning	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
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"> <li>• The Elliott Springs Special Planning Area (ESSPA)</li> <li>• The Elk Grove Zoning Code (Title 23 of the EGMC)</li> <li>• EGMC Chapter 19.12 (Tree Preservation and Protection)</li> <li>• EGMC Chapter 14.10 (Water Efficient Landscape Requirements)</li> <li>• Citywide Design Guidelines</li> </ul>	On Going	Planning Engineering	
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 the City. 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	Engineering 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 Engineering 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"> <li>• Master home plan design review</li> <li>• Commercial design review</li> <li>• Grading Permit and Improvement Plan</li> <li>• Final Map</li> <li>• Building Permit and Certificate of Occupancy</li> <li>• Section 404, 401, 1602, or other State or Federal environmental permit</li> <li>• Requirements of the Sacramento Metropolitan Air Quality Management District</li> <li>• Fire permit</li> </ul>	On-Going	Planning Engineering Building CCSD EGWS Sewer	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
<b>Prior To or In Conjunction With Improvement and/or Grading Plan Approval</b>				
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 the City 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	Engineering	
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	Engineering	
13.	<b>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.</b>	<b>Improvement Plans</b>	<b>Engineering</b>	
14.	Identification signage issued by the City shall be mounted by the Applicant during streetlight installation in accordance with the approved plans.	Acceptance of Public Improvements	Engineering	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
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	Engineering	
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 Elliott Springs 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 <del>W</del> and DD (paseos) and Lot K (park) shall be block wall. <b>Fencing along Lot W (paseo) shall be a minimum 6' tall wood fence. Such walls or fences</b> 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 <b>the such walls and fences</b> shall be assigned to the homeowner and recorded on the subject lots in a format satisfactory to the City.	Improvement Plans	Planning CCSD Parks	

Conditions of Approval	Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
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. Final design of the wall shall substantially comply with the CMU Sound Wall exhibits dated July 6, 2021 and attached to these conditions of approval, and shall be subject to the approval by the Development Services Director after consultation with the City Arborist, where such consultation is deemed necessary by the Development Services Director. The final design of the wall shall minimize, to the extent reasonably feasible, potential impacts to off-site trees and/or landscaping through the use of pier foundations. The Applicant shall coordinate the design of the wall, including any accompanying retaining wall and drainage, with the adjoining property owners and address their concerns to the extent feasible, all as determined by the Development Services Director. To the extent the construction of the wall damages or destroys trees or landscaping of adjoining property owners, the Applicant shall replant an equal number of tree(s) damaged or destroyed and shall repair or replace damaged or destroyed landscaping to a condition equal to or better than the condition of the tree(s) and/or landscaping immediately prior to the construction of the wall. Any disputes between the applicant and the adjoining property owner regarding the replacement or repair of tree(s) and/or landscaping pursuant to this condition shall be resolved by the Development Services Director, in his/her discretion, granting deference to the desires of the adjoining property owner to the extent reasonably feasible.	Improvement Plans For Village 1	Planning City Arborist	
22. The Applicant shall comply with all recommendations of the City Arborist and documented in the November 6, 2019 and March 26, 2021 Tree Surveys, as well as the Development Control Measures in EGMC Section 19.12.200.	Improvement Plans	Planning City Arborist	
23. The following trees are approved for removal:  2019 Tree Survey: tagged trees 101-124 2021 Tree Survey: tagged trees 8, 30, 32  The remaining tagged trees included in the 2019 and 2021 Tree Surveys will be removed or preserved based on consultation with the City Arborist and the affected neighbors in Quail Ranch Estates.  All trees approved for removal shall be mitigated pursuant to the procedures and requirements of EGMC Chapter 19.12.	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 Elliott Springs Drive.	Improvement Plans	CCSD Parks Engineering	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
27.	Applicant shall rough grade park sites pursuant to plans approved by the CCSD.	Improvement Plans	CCSD Parks	
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	
31A.	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	
32.	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 and for a governmental agency outside of the Rural Residential area to provide service to a public park.	Improvement Plans	Engineering	
<b>Prior To or In Conjunction With Final Map Recordation</b>				
33.	The Applicant shall design and construct a westbound right-turn pocket for Elliott Springs Drive on Bond Road to the satisfaction of the City. The turn lane shall include a minimum 100' pocket with a 90' bay taper.	Final Map	Engineering	
34.	The Applicant shall dedicate, design and improve an expanded intersection at Elliott Springs Drive and Bond Road in accordance with the City of Elk Grove Improvement Standards and to the satisfaction of the City. The southbound approach shall accommodate a right-turn lane and a shared through/left-turn lane.	Final Map	Engineering	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
35.	The Applicant shall design and construct a northbound left-turn pocket for Elliott Springs Drive on Waterman Road to the satisfaction of the City. 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 Elliott Springs Drive. The transition shall be in accordance with the latest version of California MUTCD and to the satisfaction of the City.	Final Map	Engineering	
36.	All median islands shall be either landscaped or decorative concrete/hardscaped to the satisfaction of the City.	Final Map	Engineering	
37.	The Applicant shall install ladder crosswalk striping at the following locations to the satisfaction of the City. <ul style="list-style-type: none"> <li>o Intersection of "A" Street and "M" Street</li> <li>o Intersection of "B" Street and "C" Ct</li> </ul> Additional location(s) may be required and will be determined at Improvement Plan.	Final Map	Engineering	
38.	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. <ul style="list-style-type: none"> <li>o M Street west of Lot W (paseo)</li> <li>o A Street north of Lot D (trail corridor)</li> <li>o G Street at I street, north side</li> <li>o I Street at H Street, north side</li> <li>o J Street at B Street, west side</li> <li>o Elliott Springs Drive at B Street/Village Center Lane, all four sides</li> <li>o Elliott Springs Drive at A Street, all four sides</li> <li>o Elliott Springs Drive at U Street/Lot W (paseo), north side</li> <li>o Lot F trail at Elliott Springs Drive, west side</li> <li>o Elliott Springs Drive at Waterman Road, north side (connecting to trail head at Sheldon and Waterman project)</li> </ul>	Final Map	Engineering Planning	
39.	The Applicant shall design and construct the following traffic calming devices in accordance with the City's Improvement Standards and to the satisfaction of the City: <ul style="list-style-type: none"> <li>• Speed table, hump, or lumps <ul style="list-style-type: none"> <li>o Elliott Springs Drive</li> </ul> </li> </ul> 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.	Final Map	Engineering	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
<b>40.</b>	<b>The Applicant shall pay their fair share cost towards the design and construction of the Bond Road Pipe Upsizing project as determined by the City.</b>	<b>Final Map</b>	<b>Engineering</b>	
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	Engineering	
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	Engineering	
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	Engineering	
43.	The Applicant shall dedicate a pedestrian easement over all public sidewalks that are located outside of the public right-of-way.	Final Map	Engineering	
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	Engineering	
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	Engineering	
46.	The Applicant shall dedicate all private streets as an easement to allow access for services such as utility and emergency vehicles.	Final Map	Engineering	
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	Engineering 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	Engineering	
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	Engineering	
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	Engineering	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
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	Engineering	
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 the City.	Final Map	Engineering	
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	Engineering	
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	Engineering	
54.	The Applicant shall dedicate, design and improve an expanded intersection at Elliott Springs Drive and Waterman Road in accordance with the City of Elk Grove Improvement Standards and to the satisfaction of the City.	Final Map	Engineering	
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 the City.	Final Map	Engineering	
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	Engineering	
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.	Final Map	Engineering	
56B.	The Applicant shall, as part of the Final Map, record the following restrictions in a form satisfactory to the City: <ol style="list-style-type: none"> <li>1. Minimum rear yard setback for the primary dwelling for lots adjacent to Quail Ranch Estates shall be twenty (20') feet.</li> <li>2. Lots abutting Quail Ranch Estates shall be limited to single story homes.</li> </ol>	Final Map	Engineering Planning	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
57.	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.	Final Map	Engineering	
58.	The Applicant shall modify the existing traffic signal at the intersection of Bond Road/Crowell Drive/Elliott Springs Drive to accommodate the fourth leg in accordance with City of Elk Grove Improvement Standards and to the satisfaction of the City.	Final Map	Engineering	
59.	The Applicant shall design and improve the westerly half-section of Waterman Road, south of Elliott Springs 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 the City.	Final Map	Engineering	
60.	The Applicant shall pay all drainage fees for parks and trails lots. Documentation to the CCSD verifying payment of drainage fees shall be required.	Final Map	CCSD Parks	
61.	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.	Final Map	CCSD Parks	
62.	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.	Final Map	CCSD Parks	
63.	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 Cosumnes Community Services 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.	Final Map	CCSD Fire	

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
64.	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 <a href="http://www.elkgrovecity.org/finance/cfd-information.asp">http://www.elkgrovecity.org/finance/cfd-information.asp</a> .	Final Map	Finance	
65.	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 <a href="http://www.elkgrovecity.org/finance/cfd-information.asp">http://www.elkgrovecity.org/finance/cfd-information.asp</a> .	Final Map	Finance	
66.	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 <a href="http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp">http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp</a> .	Final Map	Finance	
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 <a href="http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp">http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp</a> .	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	Engineering 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 the City.	Final Map	Engineering	

**Prior To or In Conjunction With Building Permit**

Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
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 <sup>st</sup> Building Permit	Building Department CCSD Fire Department	
71.	<p>Applicant shall undertake a good faith effort to amend the Preserve Operations and Management Plan to address the following:</p> <ul style="list-style-type: none"> <li>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)</li> <li>Include routine maintenance activities to reduce mosquito breeding sources and subsequent chemical applications.</li> </ul>	Prior to Issuance of 1 <sup>st</sup> Building Permit	Mosquito and Vector Control	
72.	<p>Applicant shall provide the Sacramento-Yolo Mosquito and Vector Control District with a copy of the following:</p> <ul style="list-style-type: none"> <li>An updated copy of the Conceptual Storm Drainage Plan and Storm Drain Master Plan as mentioned in the approved 404 permit.</li> <li>Construction details, long term maintenance mandates, and schedules for the detention basin, storm filter devices located near Bond Road, and curbside catch basins.</li> </ul>	Prior to Issuance of 1 <sup>st</sup> 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 <sup>st</sup> Building Permit in Phase 2A	CCSD Planning	
73.	Final Map(s) shall be completed, approved, and recorded prior to issuance of the 1 <sup>st</sup> Building Permit. Model home permits may be issued prior to the recording of the Final Map upon approval of the City.	Building Permit	Engineering 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 the City.	Building Permit	Engineering	
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 the City.	Building Permit	Engineering	
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 the City. The Applicant shall schedule an inspection with the City to document the pre-construction condition of existing surface infrastructure adjacent to and near the Project.	Building Permit	Engineering	

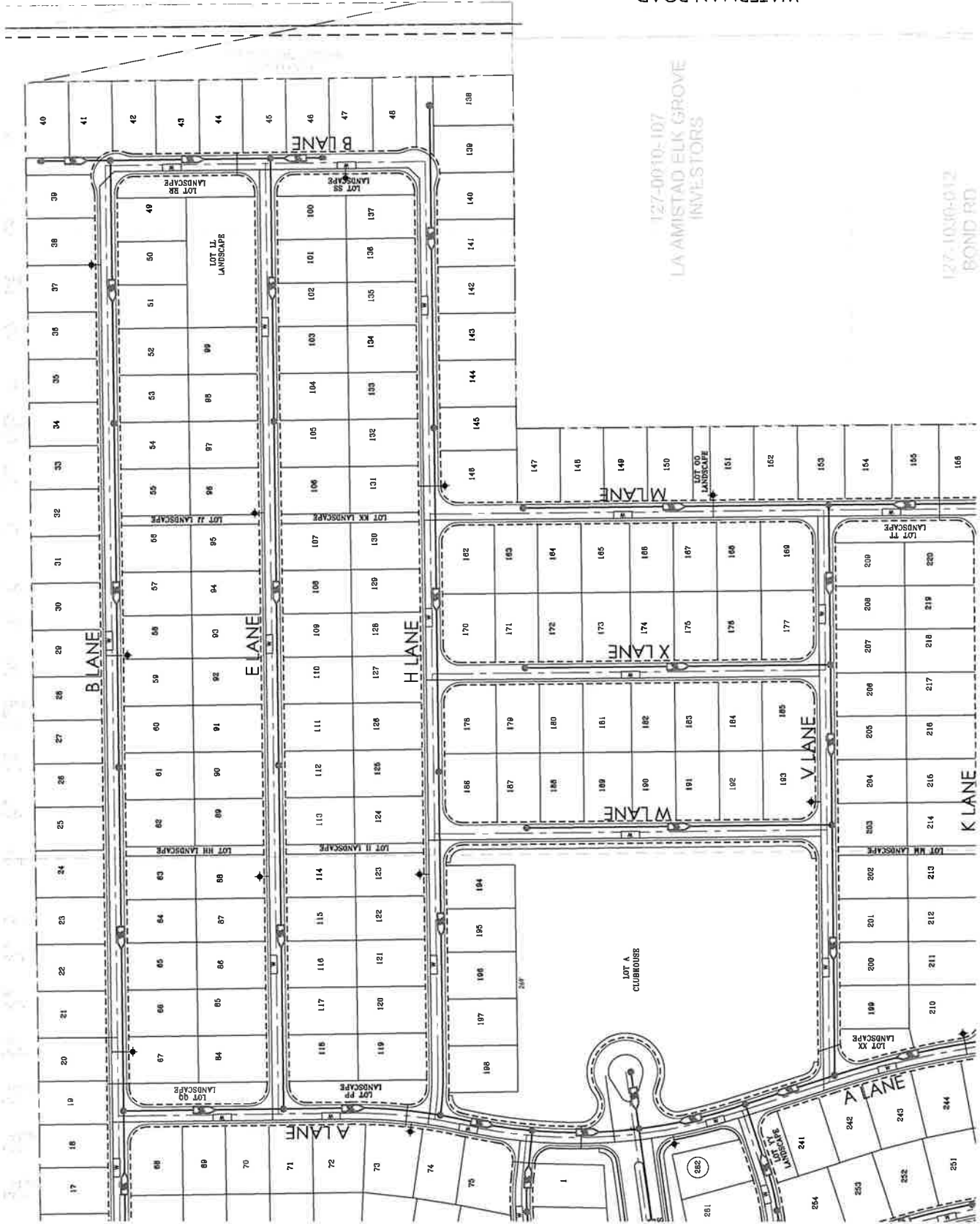
Conditions of Approval		Timing / Implementation	Enforcement / Monitoring	Verification (date and signature)
77.	At all street intersections adjacent to the Project, public or private, the Applicant shall install and/or replace street name signs in accordance with the City of Elk Grove Standard Details.	Building Permit	Engineering	
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	



# PRELIMINARY SEWER & WATER EXHIBIT LLOTT SPRINGS - VILLAGE 3

CITY OF ELK GROVE, CALIFORNIA

MARCH 14, 2025





**Exhibit D**  
**Elliott Springs Village 3 (PLNG24-051)**  
**Draft Project Conditions of Approval**

<u>Conditions of Approval</u>		<u>Timing/Implementation</u>	<u>Enforcement/Monitoring</u>	<u>Verification (date and Signature)</u>
<b>ON-GOING</b>				
1.	Development and operation of the proposed Project shall be consistent with the Project Description and Project Plans as provided in Exhibits A and F, incorporated herein by this reference. Deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.	On-Going	Planning	
2.	Pursuant to the Second Amended and Restated Development Agreement, the Tentative Subdivision Map approval is valid until 11:59 p.m. on August 31, 2035.	Valid until 11:59 p.m. on August 31, 2035 upon execution of the Second Amended and Restated Development Agreement	Planning	
3.	This action does not relieve the Applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.	On-Going	Planning	
4.	The Applicant, or Successors in Interest (hereinafter referred to as the Applicant) shall indemnify, protect, defend, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses or expenses including without limitation court costs, reasonable attorney's fees and expert witness fees arising out of this Project including challenging the validity of this Application/permit or any environmental or other documentation related to approval of this application.	On-Going	Planning	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<b><u>Conditions of Approval</u></b>		<b><u>Timing/ Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and signature)</u></b>
5.	<p>Except as otherwise specified or provided for in the Project plans, the approved Elliott Springs Special Planning Area (SPA) or in these conditions, the Project shall conform to the development standards and design requirements adopted by the City of Elk Grove, specifically including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• The Elk Grove Zoning Code (Title 23 of the EGMC)</li> <li>• EGMC Chapter 14.10 (Water Efficient Landscape Requirements)</li> <li>• EGMC Title 16 (Building and Construction)</li> <li>• EGMC Title 22 (Land Development)</li> </ul>	On-Going	Planning	
6.	<p>The Applicant shall design and construct all improvements in accordance with the City of Elk Grove Improvement Standards, as further conditioned herein, and to the satisfaction of the City. Specific locations on median(s) that require emergency vehicle access will be evaluated during review and acceptance of the Improvement Plans.</p> <p>Public sewer, water, and other utility infrastructure shall be designed and constructed with the standards of the appropriate utility.</p>	On-Going	Engineering EGWS SASD SMUD PG&E	
7.	<p>The Applicant shall pay all plan check fees, impact fees, or other costs as required by the City, the Cosumnes Community Services District (CCSD), Sacramento Area Sewer District (SacSewer), Elk Grove Water Service (EGWS), or other agencies or services providers as established by law.</p>	On-Going	Planning Engineering CCSD EGWS SacSewer	
8.	<p>Approval of this Project does not relieve the Applicant from the requirements of subsequent permits and approvals, including but not limited to the following as may be applicable:</p> <ul style="list-style-type: none"> <li>• Grading Permit and Improvement Plan</li> <li>• Building Permit and Certificate of Occupancy</li> <li>• Requirements of the Sacramento Metropolitan Air Quality Management District</li> <li>• Fire Department review for permits and/or occupancy</li> </ul>	On-Going	Planning Engineering Building CCSD EGWS SacSewer	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<b><u>Conditions of Approval</u></b>		<b><u>Timing/ Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
9.	As to any fee, dedication, reservation, or exaction established by these conditions of approval that are subject to the Mitigation Fee Act, notice is hereby given pursuant to California Government Code Section 66020(d) that the 90-day period in which you may protest the fees set forth herein has begun to run as of the date of approval of this Project. Other limitations periods may apply. The City reserves all rights.	On-Going	Planning	
10.	Wholesale Water supply shall be provided by the Sacramento County Water Agency (SCWA).	On-Going	SCWA	
11.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	On-Going	SMUD	
12.	SMUD reserves the right to use any portion of its easements on the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. The Map shall locate and plot all SMUD easements.	On-Going	SMUD	
13.	All alleyways shall be privately owned and maintained by a Homeowners Association (HOA). The Applicant shall dedicate an ingress/access easement over the alleyways to the City of Elk Grove. The alleyways shall be designed and constructed in accordance with the City of Elk Grove Improvement Standards and Construction Specifications. All utilities, including but not limited to sewer, water, storm drain, etc., located within the alleyways shall be privately owned and maintained by an HOA unless otherwise required by any agency as a public facility. If necessary, the Applicant shall dedicate the required easement(s) for those public facilities.	On-Going	Engineering	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<b><u>Conditions of Approval</u></b>		<b><u>Timing/Implementation</u></b>	<b><u>Enforcement/Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
14.	The installation of traffic calming devices such as but not limited to speed bumps, humps or other designs are prohibited unless approved by the fire code official.	On-Going	CCSD Fire	
15.	Construction measures for new homes and/or on-site work shall be subject to the local requirements for land disturbance. This includes compliance with Elk Grove Municipal Code requirements for Land Grading and Erosion Control (Chapter 16.44).	On-Going and Prior to Improvement Plans or Grading Permit(s), whichever occurs first.	Planning	
<b><u>Prior To or In Conjunction with Improvement and/or Grading Plan Submittal or Approval</u></b>				
16.	The Applicant shall comply with, record, and pay the initial deposit of \$5,000 for the Mitigation Monitoring and Reporting Programs (MMRPs) adopted as part of the General Plan EIR. Until the MMRP deposit has been paid and all MMRP has been recorded with the County Recorder against the subject property, no grading, building, sewer connection, water connection, or occupancy permit from the City or County will be approved.	Prior to issuance of any plans or permits associated with the Project	Planning	
17.	Applicant shall prepare and submit a drainage study to the satisfaction of the City and in accordance with City of Elk Grove Storm Drainage Master Plan Improvement Standards, General Plan, and any 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	Engineering	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<u>Conditions of Approval</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
<p>18. Prior to the approval of the improvement plan, the property owner(s) shall: (1) approve (a) the formation of a new or annexation into an existing community facilities district ("CFD") and (b) an annual CFD special tax; or (2) deposit a sum of money, as determined by the Cosumnes Community Services District ("CCSD"), sufficient for the CCSD to fund a portion of the cost of the CCSD's costs of providing ongoing fire and emergency services, maintenance, operation, and repair and replacement of fire facilities, apparatus, and equipment, and, in areas not located within the Laguna Ridge Specific Plan (LRSP) or the South East Policy Area (SEPA), to fund a portion of the CCSD's costs of providing routine and deferred maintenance and replacement of park facilities, trails and landscape corridors attributable to the property and replacement of district wide facilities attributable to the property. Any costs for the formation of the new or annexation into an existing CFD, and approval of such annual CFD special taxes, or administration of the sum of money deposited to fund the CCSD's costs of providing ongoing fire and emergency services, and maintenance of park facilities, trails, and landscape corridors, shall be paid from the annual CFD special taxes or the sum of money deposited with the CCSD. If the property owner(s) fails to approve an annual CFD special tax or deposit a sum of money as provided for herein for such purposes for the CCSD, no further building permits for the property shall be issued nor approval of the improvement plan shall be provided. It is the responsibility of the Applicant or their representative to contact the Finance Division at the CCSD at 916 405 5600 to initiate the Community Facilities District process.</p>	<p>Improvement Plans</p>	<p>CCSD Fire/Parks</p>	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<b><u>Conditions of Approval</u></b>		<b><u>Timing/ Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and signature)</u></b>
19.	<p>"NO PARKING FIRE LANE" signs and/or red painted curbs shall be installed for the private access roads in accordance with the California Fire Code and to the satisfaction of the fire department. Width is measured from flow line to flow line or to edge of pavement if no curb provided.</p> <p><u>ACCESS ROADWAY WIDTH*:</u>      <u>PARKING RESTRICTIONS ON ROADSIDE:</u></p> <p>Less Than 26' .....                      No parking either side  26' to 32' .....                              Parallel parking one  side only  Over 32' .....                                  Parking allowed both  sides</p>	Improvement Plans	CCSD Fire	
20.	<p>Lot A shall provide a minimum 10-inch onsite fire water main which may be required to be looped with two points of connection and remotely located.</p>	Improvement Plans	CCSD Fire	
21.	<p>To obtain sewer service, construction of SacSewer sewer infrastructure will be required. Current SacSewer Standards and Specifications apply to any offsite or onsite public sewer construction or modification. These improvements must be shown on the plans. Field modifications to new or existing precast manhole bases are not allowed.</p>	Improvement Plans	SacSewer	
22.	<p>SacSewer requires each building on each lot with a sewage source to have a separate connection to the SASD's sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel must have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line. These improvements must be shown on the plans.</p>	Improvement Plans	SacSewer	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<b><u>Conditions of Approval</u></b>		<b><u>Timing/ Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
23.	Construction of sewer mainlines are prohibited within 100-year flood plains. The location of the 100-year flood plain must be shown on the improvement plan.	Improvement Plans	SacSewer	
24.	All onsite sewer plans and offsite sewer plans must be submitted separately to SacSewer for review and approval.	Improvement Plans	SacSewer	
25.	Alignment of all main lines and structures must provide a minimum of 1 foot vertical clearance and 5 feet horizontal clearance from all other utilities and improvements. Sewer is to be located a minimum of 10 feet (measured horizontally) from any structure or footing. Show public sanitary sewer and water supply facilities in accordance with the Health and Safety Code.	Improvement Plans	SacSewer	
26.	The Project has an approved Level 3 sewer study dated June 3, 2021. If any changes are proposed from the previously approved Level 3 sewer study, SacSewer requires an amendment to the Level 3 sewer study prior to the submittal of improvement plans for plan check to SacSewer.	Improvement Plans	SacSewer	
27.	Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	Improvement Plans	SMUD	
28.	The Applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD.	Improvement Plans	SMUD	
<b>Prior to or In Conjunction with Final Map</b>				
29.	All median islands shall be either landscaped or decorative concrete/hardscaped to the satisfaction of the City.	Final Map	Engineering	
30.	The Applicant shall dedicate, design, and improve all internal private streets as shown on the Tentative Map and as required for each phased final map in accordance with the City's Improvement Standards to the satisfaction of the City and as further conditioned herein.	Final Map	Engineering	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<b><u>Conditions of Approval</u></b>		<b><u>Timing/ Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and Signature)</u></b>
31.	The Applicant shall acquire, dedicate, design, and construct any sewer, water, recycled water, and dry utilities facilities necessary to serve the Project as determined by the City and other applicable agencies. Utilities required to serve the adjacent projects shall be installed under road infrastructure required with this Project.	Final Map	Engineering	
32.	The Applicant shall dedicate a 10-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	Engineering	
33.	The Applicant shall dedicate all private streets as an easement to allow access for services such as utility and emergency vehicles.	Final Map	Engineering	
34.	Lots QQ, HH, JJ, RR, PP, II, KK, SS, R, WW, VV, PNN, UU, TT, OO, MM, XX, T, II and YY shall be dedicated as Private Lots to be owned and maintained by the HOA.	Final Map	Engineering	
35.	The Applicant shall complete a lot line adjustment along the eastern boundary that would shift the Approved Project's boundary with Assessor's Parcel Number (APN) 127-1030-012 by approximately 1 foot.	Final Map	Engineering	
36.	Prior to any Final Map approval, the Applicant can satisfy their 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	Engineering	
37.	For all single family corner lots, an access restriction shall be placed on the property from the driveway around the corner to the property line of the side yard.	Final Map	Engineering	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

	<u>Conditions of Approval</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
38.	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.	Final Map	Engineering	
39.	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	Engineering	
40.	The Applicant shall establish a Homeowners Association (HOA) prior to the recordation of the final map. The association shall be responsible for the maintenance and use of common areas, including but not limited to private landscape lots, park, and roadway, all utilities, including but not limited to sewer, water, storm drain, etc. unless otherwise required by any agency as a public facility.	Final Map	Engineering	
41.	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 the City.	Final Map	Engineering	
42.	Final Map(s) shall be completed, approved, and recorded prior to issuance of the 1st Building Permit. Model home permits may be issued prior to the recording of the Final Map upon approval of the City.	Final Map	Engineering	
<b>PRIOR TO OR IN CONJUNCTION WITH BUILDING PERMIT</b>				
43.	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 the City.	Building Permit	Engineering Planning	

**Elliott Springs Village 3 (PLNG24-051)  
Project Conditions of Approval**

<b><u>Conditions of Approval</u></b>		<b><u>Timing/ Implementation</u></b>	<b><u>Enforcement/ Monitoring</u></b>	<b><u>Verification (date and signature)</u></b>
44.	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 the City. The Applicant shall schedule an inspection with the City to document the pre-construction condition of existing surface infrastructure adjacent to and near the Project.	Building Permit	Engineering	
45.	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	Engineering	
46.	Identification signage issued by the City shall be mounted by the Applicant during streetlight installation in accordance with the approved plans.	Building Permit	Engineering	
47.	The Applicant must contact Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits	Building Permit	SacSewer	
48.	Roadways and street signs shall be installed and meet the minimum fire access requirements prior to vertical construction or on-site storage of combustible materials.	Building Permit	CCSD Fire	
49.	Water mains and fire hydrants designated for the Project shall be installed, tested, flushed, inspected, and able to provide the required fire flow prior to construction.	Prior to Issuance of 1 <sup>st</sup> Building Permit	CCSD Fire	
50.	A fire inspection by the Cosumnes Fire Department is required to verify fire hydrants and fire lanes meet standard prior to permit issuance and vertical construction.	Prior to Issuance of 1 <sup>st</sup> Building Permit	CCSD Fire	

Elliott Springs Village 3 (PLNG24-051)  
 Project Conditions of Approval

	<u>Conditions of Approval</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
51.	Addresses for all lots shall be provided to the Fire Department and approved by the City prior to permit issuance.	Prior to issuance of 1 <sup>st</sup> Building Permit	CCSD Fire	

##

**CERTIFICATION  
ELK GROVE CITY COUNCIL ORDINANCE NO. 17-2025**

**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, 2025, and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on August 13, 2025, by the following vote:***

***AYES:            COUNCILMEMBERS: Singh-Allen, Robles, Brewer, Spease, Suen***

***NOES:           COUNCILMEMBERS: None***

***ABSTAIN:       COUNCILMEMBERS: None***

***ABSENT:        COUNCILMEMBERS: None***

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

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