



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

AGENDA TITLE: Adopt resolutions authorizing the City Manager to execute Reimbursement Agreements for dedication of trail land included in the City of Elk Grove Southeast Policy Area Park and Trails Impact Fee Program for three projects

MEETING DATE: July 27, 2022

PREPARED BY: Kara Taylor-Seeman, Finance Analyst

DEPARTMENT HEAD: Matt Paulin, Finance Director

RECOMMENDED ACTION:

Staff recommends the City Council adopt resolutions authorizing the City Manager to execute Credit Reimbursement Agreements for dedication of trail land included in the City of Elk Grove Southeast Policy Area Park and Trails Impact Fee Program as follows:

1. Trail land dedicated by KB Home Sacramento, Inc. for the Poppy Keys Southwest project (EG-17-049)
2. Trail land dedicated by Taylor Morrison of California, LLC for the Souza Dairy project (PLNG20-056)
3. Trail land dedicated by Woodside 05N, LP for the Souza Dairy project (PLNG20-056)

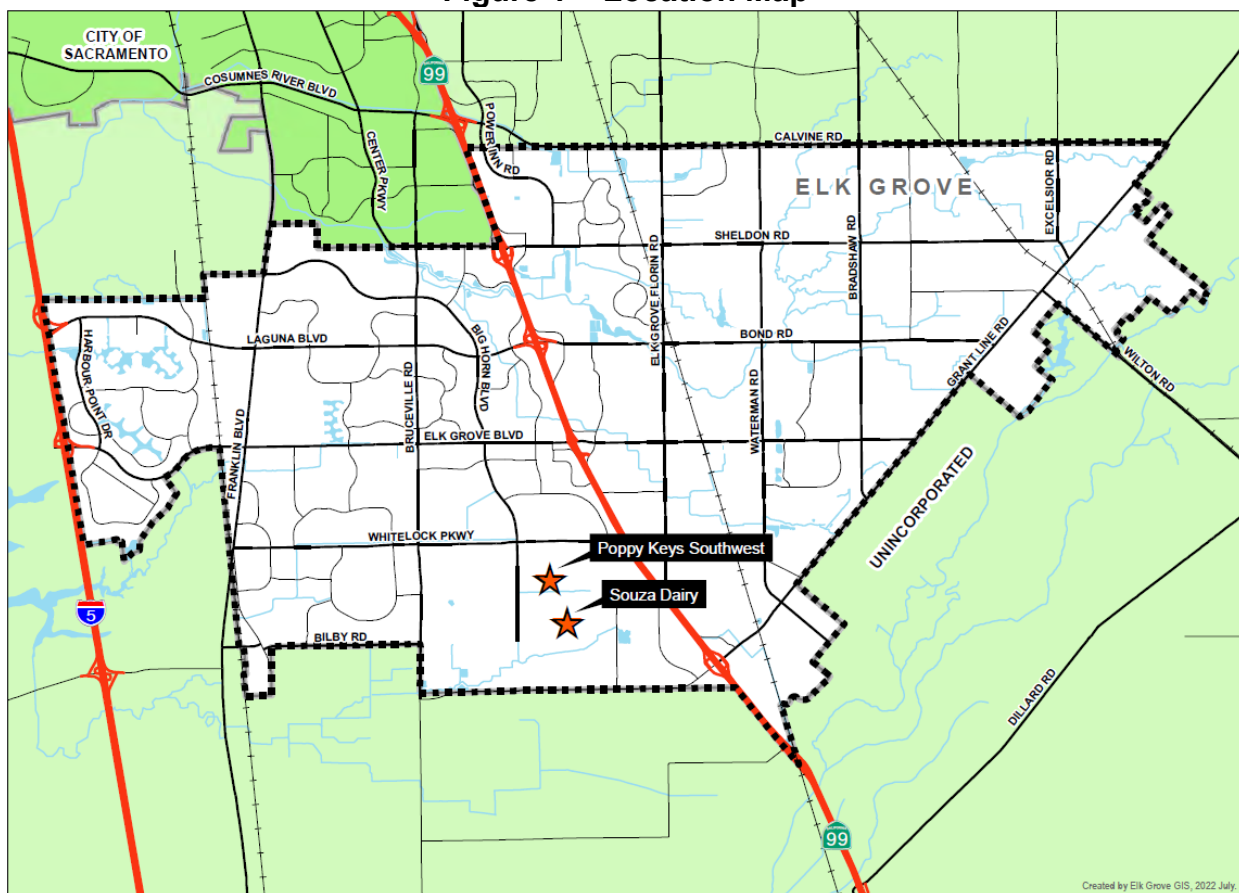
BACKGROUND INFORMATION:

The City has established various development impact fee programs to facilitate fair-share financing for the cost of public facilities necessitated by new development projects and has set forth guidelines for the programs in Elk Grove Municipal Code (EGMC) Chapter 16.95. Included in these programs is the Southeast Policy Area Park and Trails Impact Fee Program. If developers advance construction of eligible facilities or if they are required to dedicate lands to the City of Elk Grove as a condition of development, they may seek

reimbursement, typically in the form of fee credits, for the cost of the improvements or value of the land dedication, subject to certain limitations defined in the programs.

Developers are required to dedicate trail land as a condition of development of the three projects listed in Table 1. The developer for each Project has requested reimbursement in the form of fee credits for dedication of land to the City of Elk Grove, pursuant to the requirements and limitations defined in the Program, and consistent with EGMC Chapter 16.95. The value of dedicated trail land is eligible for reimbursement under the terms of the Program.

Figure 1 – Location Map



Staff has prepared the agreements and included them as separate attachments to this staff report. The Agreements provide that the developers shall dedicate trail land to the City and receive reimbursement in the form of credits under the SEPA Park and Trails Fee program for the Poppy Keys Southwest and Souza Dairy Projects. The dedication amounts have been identified in the 2019 Nexus Study and adjusted based on the Engineering News-Record (ENR) Construction Cost Index as identified in EGMC Chapter 16.95. The maximum reimbursement under the agreements shall be:

Table 1: Maximum Reimbursement for Projects

Developer	Project	Trail Land Dedicated	Maximum Reimbursement
KB Home Sacramento, Inc.	Poppy Keys Southwest	1.34 acres	\$269,969
Taylor Morrison of California, LLC	Souza Dairy	4.83 acres	\$943,160
Woodside 05N, LP	Souza Dairy	0.20 acres	\$34,611
Total, All Agreements			\$1,247,740

ALTERNATIVE ACTIONS:

The City Council can decide not to authorize the City Manager to execute the Reimbursement Agreements. Staff does not recommend this alternative as the impact fee program has been approved by Council to provide reimbursement to developers for approved land dedication in SEPA.

FISCAL IMPACT:

The Agreements commit only the Program Fund, which is a restricted revenue source and intended exclusively for financing Program infrastructure and improvements, such as those outlined within each Agreement. The Agreements contain provisions that require the Developer to provide substantial documentation detailing that City’s reimbursement policies have been satisfied. Additionally, it provides the City full authority in determining when sufficient funds are available to reimburse the Developer, thereby providing assurance that financing for critical projects will not be delayed by any of the Agreements.

ATTACHMENTS:

1. Resolution – KB Home Sacramento, Inc.
2. Reimbursement Agreement for Dedication of Trail Land in SEPA – KB Home Sacramento, Inc.
3. Resolution – Taylor Morrison of California, LLC
4. Reimbursement Agreement for Dedication of Trail Land in SEPA – Taylor Morrison of California, LLC
5. Resolution – Woodside 05N, LP
6. Reimbursement Agreement for Dedication of Trail Land in SEPA – Woodside 05N, LP

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT
AGREEMENT WITH KB HOME SACRAMENTO, INC. FOR REIMBURSEMENT FROM
THE ELK GROVE SOUTHEAST POLICY AREA PARK AND TRAILS IMPACT FEE
PROGRAM FOR PUBLIC LAND DEDICATED TO THE CITY IN FEE TITLE
THROUGH THE POPPY KEYS SOUTHWEST PROJECT**

WHEREAS, Elk Grove Municipal Code Section 16.95 provides for reimbursement to developers for the private construction of any facilities designated in the Southeast Policy Area Park and Trails Impact Fee Program subject to entering into a reimbursement agreement with the City of Elk Grove; and

WHEREAS, KB Home Sacramento, Inc. is dedicating trail land, which is identified in the Southeast Policy Area Park and Trails Impact Fee Program as eligible for reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a Reimbursement Agreement with KB Home Sacramento, Inc., in substantially the form presented, for reimbursement from the Elk Grove Southeast Policy Area Park and Trails Impact Fee Program for public land dedicated to the City in fee title through the Poppy Keys Southwest Project.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 10th day of August 2022

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

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

CITY OF ELK GROVE
REIMBURSEMENT AGREEMENT
FOR DEDICATION OF TRAIL LAND IN SEPA

Agreement No. ____

THIS AGREEMENT (“**Agreement**”) is entered into as of the ____ day of _____, 2022 by and between KB Home Sacramento Inc. (“**Developer**”), and the CITY OF ELK GROVE, a municipal corporation (“**City**”).

R E C I T A L S

WHEREAS, Developer is the owner of certain real property in the Southeast Policy Area (“**SEPA**”) in the City of Elk Grove, State of California, with approved Project Application No. EG-17-049, commonly known as Poppy Keys Southwest (the “**Project**”).

WHEREAS, on February 27, 2019, the City adopted Ordinance No. 03-2019 amending Chapter 16.95 of the Elk Grove Municipal Code (“**EGMC**”) to establish the Southeast Policy Area Park and Trail Fee (“**SEPA Park and Trail Fee**”). The SEPA Park and Trail Fee was adopted pursuant to the Mitigation Fee Act based on a nexus study dated February 13, 2019, as amended on May 22, 2019 (“**Nexus Study**”). The SEPA Park and Trail Fee includes (i) a trail fee, which will fund trail facilities, trail land acquisition, and the City’s administration of the trail fee (the “**SEPA Trail Fee**”); and (ii) a park fee, which will fund the cost of shared park facilities, residential-focused park facilities, and the City’s administration of the park fee (collectively, the “**SEPA Park and Trail Fee Program**”);

WHEREAS, the Nexus Study authorizes the City to enter into reimbursement agreements for the dedication of land designated in the SEPA Park and Trail Fee Program upon application of property developers prior to construction of any such facilities;

WHEREAS, Developer proposes to dedicate certain eligible trail land that would otherwise be financed by the trail land acquisition component of the SEPA Trail Fee (the “**SEPA Trail Land Fee**”); and

WHEREAS, this Agreement provides for the allocation of certain fee credits to Developer as reimbursement for such trail land.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

A G R E E M E N T

Section 1. **Scope**

1.1 Trail Land Dedication; Credit Reimbursement. Upon recordation of a final map for the Project, Developer shall dedicate, and City may accept, the trail land identified in Exhibit A (the “**Land Dedication**”), attached hereto and incorporated herein by this reference. Upon City’s acceptance of the Land Dedication hereunder, and subject to the conditions set forth in Section 3.1, City will issue credits to Developer for such dedication in the amounts set forth in Exhibit B (the “**Credit Amount**”), attached hereto and incorporated herein by this reference. In the event the amount of trail land actually dedicated to City on the final map is different from the amount identified on the Tentative map and Exhibit B, City shall have the right to adjust the Credit Amount due to Developer accordingly.

1.2 Use of Credits. Credits issued hereunder may be applied against the SEPA Trail Land Fee for the Project and, to the extent the SEPA Trail Land Fee for the Project has been satisfied, any other SEPA Trail Land Fee obligation in SEPA. The fee credits issued hereunder may not be used against any other component of the SEPA Park and Trail Fee Program, including the Park Fee and the administrative and trail facilities components of the SEPA Trail Fee.

Section 2. Allowable Fee Credits

2.1 Credit Against SEPA Trail Land Fee. When, and as, SEPA Trail Land Fees are imposed for each building permit, the Developer shall be able to use fee credits, on a dollar for dollar basis, equal to sixty percent (60%) of the total SEPA Trail Land Fees to be paid for each building permit, excluding the administrative and trail facilities components of the SEPA Trail Fee, and the Developer shall not be required to pay such portion of the SEPA Trail Land Fees. Usage of fee credits by Developer at building permit shall serve to reduce the Credit Amount in an equivalent amount to the fee credits used. Once the Credit Amount is reduced to a zero dollar balance, Developer shall no longer be able to use fee credits at building permit, or at all. The City, in its sole discretion, may increase the percentage of fee credits available to be used by the Developer at building permit.

2.2 Remaining SEPA Trail Land Fee Payment. After applying sixty percent (60%) in Fee Credits to the SEPA Trail Land Fee, the Developer shall pay the remaining forty percent (40%) of SEPA Trail Land Fees for each building permit in cash, and such amount shall accrue to the SEPA Trail Land Fee program as a cash payment.

2.3 Exchange of Fee Credits for Cash. If, at the time Developer receives fee credits from the City hereunder, Developer has already obtained building permits for the Project and paid the SEPA Trail Land Fee without the application of any fee credits, the City may, in its sole discretion, provide developer cash in exchange for Developer’s fee credits, on a dollar for dollar basis, in an amount not to exceed sixty percent (60%) of the SEPA Trail Land Fees paid by Developer for the Project, excluding the trail facilities component and administrative component of the SEPA Trail Fee. Usage of fee credits by Developer pursuant to this Section 2.3 shall serve to reduce the Credit Amount in an equivalent amount to the fee credits used. Once the Credit Amount is reduced to a zero-dollar balance, Developer shall no longer be able to use fee credits at building permit, or

at all. In no event shall cash issued to Developer hereunder exceed the Credit Amount. The City, in its sole discretion, may increase the percentage of fee credits available to be exchanged by the Developer for cash pursuant to this section.

Section 3. Timing of Reimbursement

3.1. Credit Reimbursement Preconditions. No credit reimbursement from the applicable fund(s) associated with the SEPA Trail Land Fee shall be made unless all of the following conditions, together with any other conditions set forth in this Agreement, have been met to the City’s satisfaction:

- (a) City has given final approval to and has formally accepted the Land Dedication as complete (with reimbursement for a Land Dedication separately identified in the SEPA Trail Fee program being eligible for reimbursement on acceptance of such Land Dedication, notwithstanding the status of any other Land Dedication to be made by Developer).

- (b) Developer shall not be in default of any monetary obligation to the City, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to the City. City agrees that it shall invoice Developer, and provide reasonably necessary detailed documentation of the charges incurred, for all amounts due within sixty (60) days of such amount accruing (“City Invoice”). Developer shall then have thirty (30) days from its receipt of the City Invoice to accept or object to it (“Protest Period”), and should Developer fail to object within that time, Developer shall be deemed to have accepted the City Invoice and shall not be entitled to dispute such City Invoice. Developer shall pay City all amounts due, for which no objection has been raised within the Protest Period, within fifteen (15) business days following expiration of the Protest Period. Payment of such City Invoice shall be full and final satisfaction of the amounts due for work specified in such City Invoice, and City shall not have the right to increase or modify such amounts. Any amounts not paid by such date shall be deemed defaulted amounts. Upon receipt of any such written notice of default from City, Developer shall cure the identified default(s) within three (3) days after receipt of any such notice. If Developer fails to cure such default within such three (3) day period, City shall have the right to withhold such defaulted amounts from the reimbursement due to Developer hereunder and to use such reimbursement amount to satisfy the default. Payment in full of defaulted amounts from the reimbursement due to Developer hereunder shall be deemed full and final satisfaction for such amounts owed, and upon such collection of reimbursement funds by City, City waives all other remedies for such default. In the event City does not collect such defaulted amounts from reimbursement due Developer hereunder, City retains all other remedies, at law or in equity, for such default. In the event a timely objection to the City Invoice is made by Developer, City and Developer shall meet and confer for a period of at least thirty (30) days in an effort to

resolve any dispute between them and, if the dispute is not so resolved, either party may then resort to any remedy available to it at law or in equity.

- (c) Developer has not received reimbursement payments, including fee credits, from any other agency (including but not limited to the Sacramento Sewer District and the Sacramento County Water Agency) or other reimbursement programs, community facilities districts, or assessment districts for the Land Dedications listed in Exhibit B. If Developer has received other reimbursement such reimbursement shall be subtracted from the Credit Amount listed herein.
- (d) Developer has complied with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to competitively bidding the construction work and paying prevailing wages.

Section 4. Assignment of Fee Credits

Fee Credit Amounts to be issued to the Developer are personal to the Developer and shall not automatically run with the land or the subsequent purchasers of the Developer's property. The Developer may transfer or assign any or all of the Credit Amount associated with this Agreement by providing written notice to the City. Assigned Fee Credits shall be applicable to any SEPA Trail Land Fees within the SEPA, and shall be accepted by the City on a dollar-for-dollar basis in accordance with Section 2. Any portion of the Credit Amount transferred hereunder may only be used in accordance with the terms of this Agreement. The City has no obligation to provide cash reimbursement for any fee credits transferred to Subsequent Purchasers or Recipients of transferred Fee Credits. In order to utilize a portion of the Credit Amount as provided for herein, the Developer shall deliver an executed copy of a SEPA Trail Land Fee voucher (Voucher) to the City, or such other document or letter (Written Assignment) as may be acceptable to the City. The Voucher or Written Assignment shall notify the City of the Credit Amount that the Developer intends to transfer or assign. After receipt of such written request from the Developer and prior to issuance of building permits, the City shall reduce any SEPA Trail Land Fees that would normally be collected by the City for that development listed on the Voucher or Written Assignment in the amount stated in the Developer's Voucher or Written Assignment. Any SEPA Trail Land Fees not collected as a result of the receipt of such Voucher or Written Assignment from the Developer shall be deducted from the Developer's Credit Amount. In the absence of any such Voucher or Written Assignment of a portion or all of Developer's Credit Amount, a subsequent purchaser of any portion of the Developer's property shall have no rights to any Fee Credits or Credit Amount hereunder. This Agreement shall not automatically terminate on a lot-by-lot basis upon issuance of a certificate of occupancy for a dwelling unit on each applicable lot.

Section 5. Process and Procedures

The Developer's construction contracts, construction work, and requests for reimbursement relating to the Land Dedication shall be performed in conformance with the City's most current "Reimbursement Policies and Procedures for Privately Constructed Public Facilities" document which is available from the Development Services Department, and upon receipt and approval by the City of a request for payment in the form attached hereto as Exhibit C. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to competitively bidding the construction work and paying prevailing wages.

Section 6. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected through the SEPA Trail Land Fee. Neither the General Fund, nor any other fund of the City, except the applicable fund(s) associated with the SEPA Trail Land Fee (SEPA Trails (Fund 357)), shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 7. Final Credit Reimbursement Request

The Developer shall submit its final request for reimbursement ("Final Request") no later than two (2) years from the date of acceptance of the Land Dedication. Should no Final Request be received at the end of the two-year period Developer shall forfeit any right to any type of reimbursement. If multiple Land Dedications pursuant to this Agreement are conveyed at different times, the Final Request shall be submitted no later than two (2) years from the date of the last acceptance by the City. Reimbursement of the Final Request is subject to the payment preconditions pursuant to Sections 3 above. Once the amount of the Final Request has been reviewed and approved by the City and all Fee Credits have been assigned, no further reimbursement requests will be granted by the City and the remaining amount, if any, less the total amount of Fee Credits and reimbursements due, if any, will be considered unencumbered and cease to be a liability of the City as part of this Agreement.

Section 8. Acceptance of the Land Dedication

Once the Land Dedication is accepted by the City and no liens have been identified as attached to the Land Dedication, the Land Dedication automatically becomes the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Land Dedication.

Section 9. Liens, Claims, and Encumbrances

Prior to acceptance of the Land Dedication by the City, the Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on the Land Dedication, together with unconditional final releases from any and all contractors and material suppliers. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to issue any credits until the Developer has cleared any and all liens, claims and encumbrances from the Land Dedication and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 10. Indemnity

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from, the Land Dedication, except Liabilities arising from the sole active negligence, or willful misconduct of the City. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 11. No Third Party Beneficiary

The City and the Developer enter into no contract or agreement with any general contractor, subcontractor, or other party by entering into this Agreement; nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement; and the City shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to the plans and specifications for the Land Dedication.

Section 12. Notice

Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

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

With a copy to: City of Elk Grove

8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: Development Services Department

Developer: KB Home Sacramento Inc.
3005 Douglas Blvd.
Roseville, CA 95661
Attn: Steve Tierney

Either party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

Section 13. Term

The term of this Agreement shall start as of the date first written above and shall remain in effect for a period of ten (10) years or until all the terms and conditions contained in this Agreement have been satisfied, whichever comes first.

Section 14. Captions

Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

Section 15. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 16. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 17. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

Section 18. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

Section 19. Construction and Interpretation

Developer and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair

opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first written above.


CITY OF ELK GROVE:

By: _____
Jason Behrmann, City Manager

ATTEST:

Jason Lindgren, City Clerk

APPROVED AS TO FORM:



Jonathan Hobbs, City Attorney

DEVELOPER:
KB Home Sacramento Inc.,
a California corporation


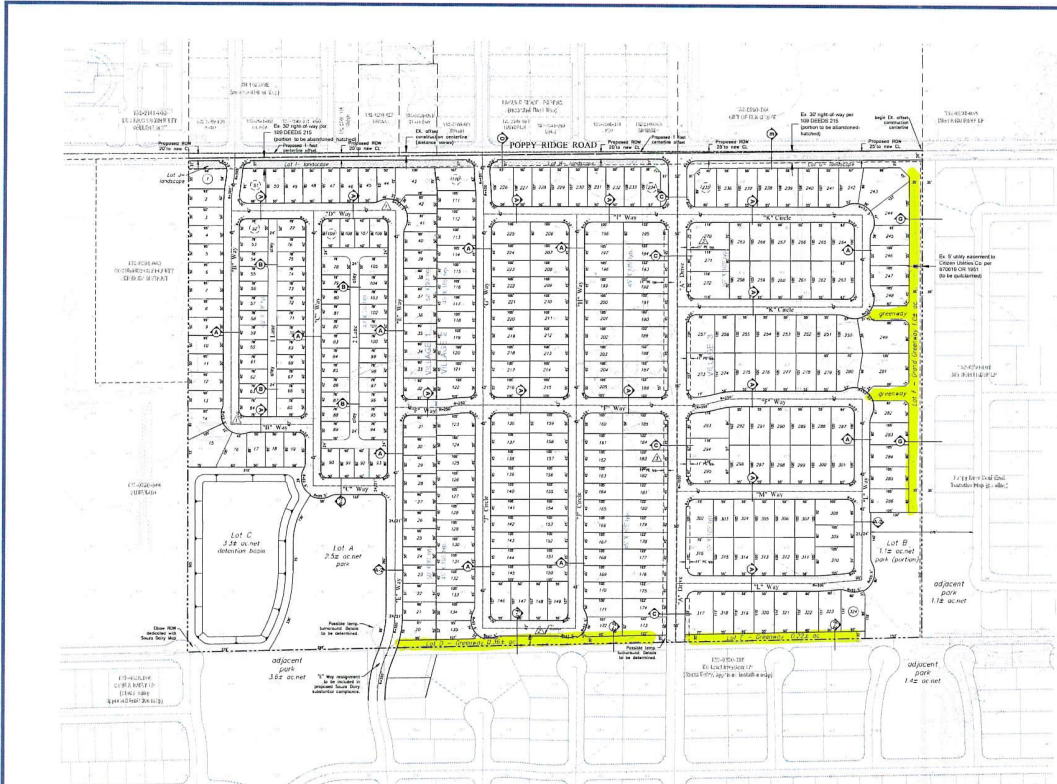
By:  _____
Name: Leo Pantoja
Title: Vice President Planning

EXHIBIT A
TRAIL LAND DEDICATION (MAPS)



APNs: 130-0904-14, 015, 016
 OWNERS: 130-0904-14, and 015
 844 Poppy Ridge LP
 844 Emma Ave, #200
 Belmont, CA 94002

130-0904-16
 M20 and L2C
 10031 Warner Blvd
 Malibu, CA 90263

SUBVEEDER: EA Green Land Investments, LLC
 10411 Warner Blvd
 Malibu, CA 90263

LAND: Walters Land Planning
 1030 Emma Road #100
 Redwood City, CA 94061
 (650) 554-1722

ENGINEER: Mackay & Somps
 1030 Emma Road #100
 Redwood City, CA 94061
 (650) 557-1100

EXISTING USE: Agricultural, CDR, P.U.N.C.S.
 S.P.A. ZONING: Change Overlay

PROPOSED USE: LDR, P.U.N.C.S. Change Overlay
 S.P.A. ZONING

NUMBER OF LOTS: 243 Residential Lots
 11 52' x 42' lot
 56 42' x 78' lot
 128 45' x 102' lot
 52 52' x 102' lot
 2 20' x 60'
 1 Extension easement
 2 Greenway easement
 2 Utility easement
 23 1/2' x 102' lot

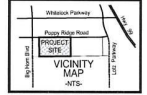
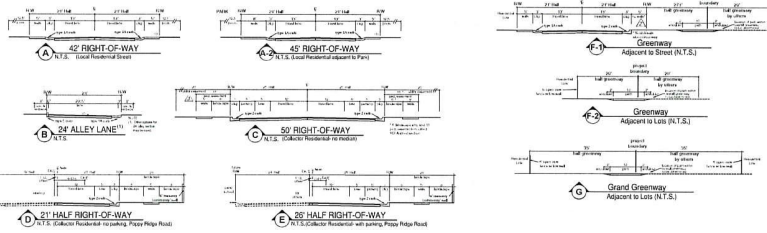
AREA: 61.56 acres gross

NOTES

- 1) Dimensions are shown as approximate and subject to change without notice.
- 2) All areas within the lot boundaries.
- 3) All easements are to be shown in the Record Report.
- 4) A LDR P.U.N.C.S. is proposed adjacent to all right-of-way with attached easements and LDR P.U.N.C.S. adjacent to proposed easements.
- 5) Refer to the Subdivision Policy Area SPA for street sections and easement easements.
- 6) Street names with alternative designations and lot numbering purposes. Street names to be pronounced with First, Middle, and Last names.
- 7) Proposed LDR P.U.N.C.S. and LDR P.U.N.C.S. to be shown as indicated.
- 8) Portions to be shown shall be merged and consolidated. The lotting easements shall be abandoned or grandfathered.
- 9) All existing 20' right-of-way per 109 DEEDS 215, portion to be abandoned.
- 10) Existing 20' utility easement to Caltrans Communications per 109 DEEDS 560 to be grandfathered.
- 11) This is an application for a development permit.

Land Use Table

REPA	Lot Type	Lot Area	Density	Min. Acres	Max. Acres	Possible
1	RES	52' x 42'	2.5	7.5	1.0	1.0
2	RES	42' x 78' Alley	5.0	6.5	4.4	4.4
3	RES	45' x 102'	1.0	1.0	1.0	1.0
4	RES	52' x 102'	2.0	3.2	7.2	2.0
5	RES	20' x 60'	1.0	1.0	1.0	1.0
Subtotal						
Extension Easement						
Greenway						
Land Use Conditions						
Major Roadway						
Minor Roadway						
Grand Greenway						
TOTALS						
Notes:						
1) Minimum 20' Right-of-Way and 4' Easement						
2) Minimum 20' Greenway easement						



Tentative Map Poppy Keys South West

City of Elk Grove, California
 Scale: 1" = 100'
 (when printed 30" x 30")

October 2, 2018
 Revised: May 14, 2018
 August 30, 2018
 October 30, 2018
 December 31, 2018
 February 28, 2019
 July 17, 2020

REYNNEN & BARDIS
HOMES

WALTERS LAND PLANNING
MACKAY & SOMPS ENGINEERS PLANNERS SURVEYORS

UTILITY	REPRESENTATIVES	PHONE
WATER	PROGRESSIVE WATER SUPPLY	(916) 277-2800
SEWER	PROGRESSIVE WATER SUPPLY	(916) 277-2800
WATER	ELK GROVE	(916) 486-1000
SEWER	ELK GROVE	(916) 486-1000
WATER	ELK GROVE	(916) 486-1000
SEWER	ELK GROVE	(916) 486-1000
WATER	ELK GROVE	(916) 486-1000
SEWER	ELK GROVE	(916) 486-1000
WATER	ELK GROVE	(916) 486-1000
SEWER	ELK GROVE	(916) 486-1000

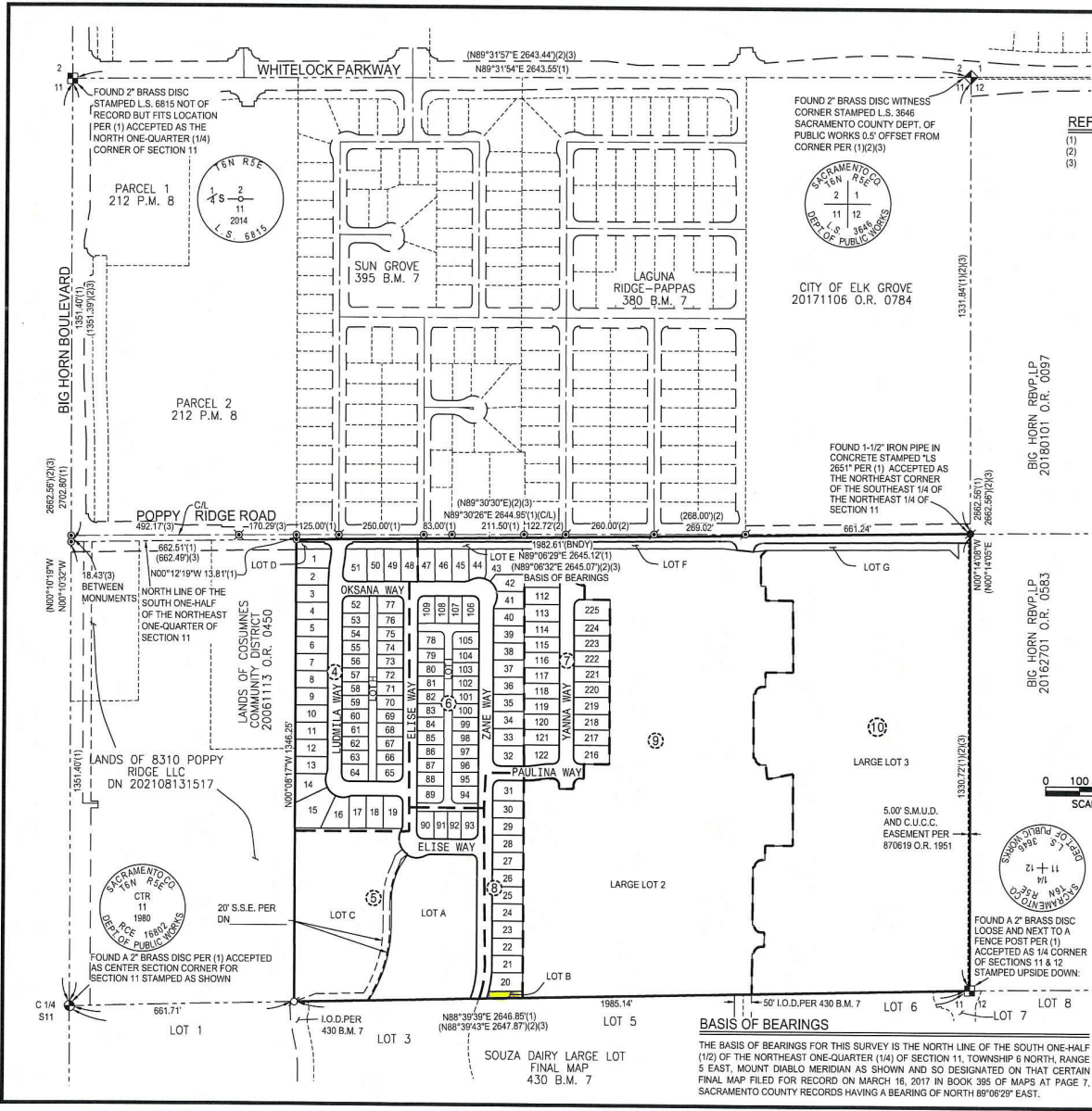
EASEMENT STATEMENT

I hereby state that the easements are necessary for the development, construction, and use of the property and are necessary for the development, construction, and use of the property and are necessary for the development, construction, and use of the property.

DATE: _____



- DESIGN EXCEPTIONS**
- 1. Easement center point offset 7' inside.
 - 2. No setback along street frontage with greenway easement.
 - 3. 1/2' landscape with 1' pedestrian easement.



REFERENCES

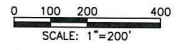
- (1) 395 B.M. 7
- (2) 380 B.M. 7
- (3) 212 P.M. 8

NOTES

- ALL CURVE DIMENSIONS ARE RADIUS, ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF AND ARE GROUND DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH 5/8" REBAR, WITH PLASTIC CAP STAMPED 'LS 9265', WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING. A 5/8" REBAR WITH PLASTIC CAP STAMPED 'LS 9265' WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A 3/4" TAG STAMPED 'LS 9265' WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
- ALL FRONT LOT CORNERS WILL BE SET ON A 1.00 FOOT PROJECTION IN THE SIDEWALK WITH A 1" BRASS DISC STAMPED 'LS 9265'. ALL LOT CORNERS ALONG PRIVATE ALLEYS WILL BE SET ON A 1.00 FOOT PROJECTION IN THE PAVEMENT WITH A 1" BRASS DISC STAMPED 'LS 9265'.
- AGRICULTURAL PROPERTIES AND USES SURROUNDING THIS PROPERTY MAY CONTINUE IN PERPETUITY, SUBJECT TO THE PROVISIONS OF THE CITY'S ADOPTED RIGHT-TO-FARM ORDINANCE. A 'DISCLOSURE STATEMENT' WILL BE PROVIDED TO ALL POTENTIAL BUYERS PRIOR TO THE SALE OF THE LOTS.
- EACH LOT SHALL HAVE ONE DRIVEWAY. ADDITIONAL DRIVEWAYS REQUIRE APPROVAL FROM PUBLIC WORKS.
- PURSUANT TO SECTION 66331(C) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS FINAL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING EASEMENT NOT PLOTTED HEREON:
 - RIGHT-OF-WAY EASEMENT PER BOOK 109 OF DEEDS, AT PAGE 215, O.R.
- LOT A IS HEREBY DESIGNATED AS A PUBLIC PARK AND SHALL BE CONVEYED TO THE COSUMNES COMMUNITY SERVICES DISTRICT BY SEPARATE DOCUMENT.
- LOTS H AND I ARE HEREBY DESIGNATED PRIVATE ALLEYS AND SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION. THE MAINTENANCE AND REPAIR OF THE PRIVATE ALLEYS ARE THE SOLE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- CITIZENS UTILITIES COMPANY OF CALIFORNIA (C.U.C.C.) IS NOW KNOWN AS FRONTIER COMMUNICATIONS CORPORATION.

LEGEND

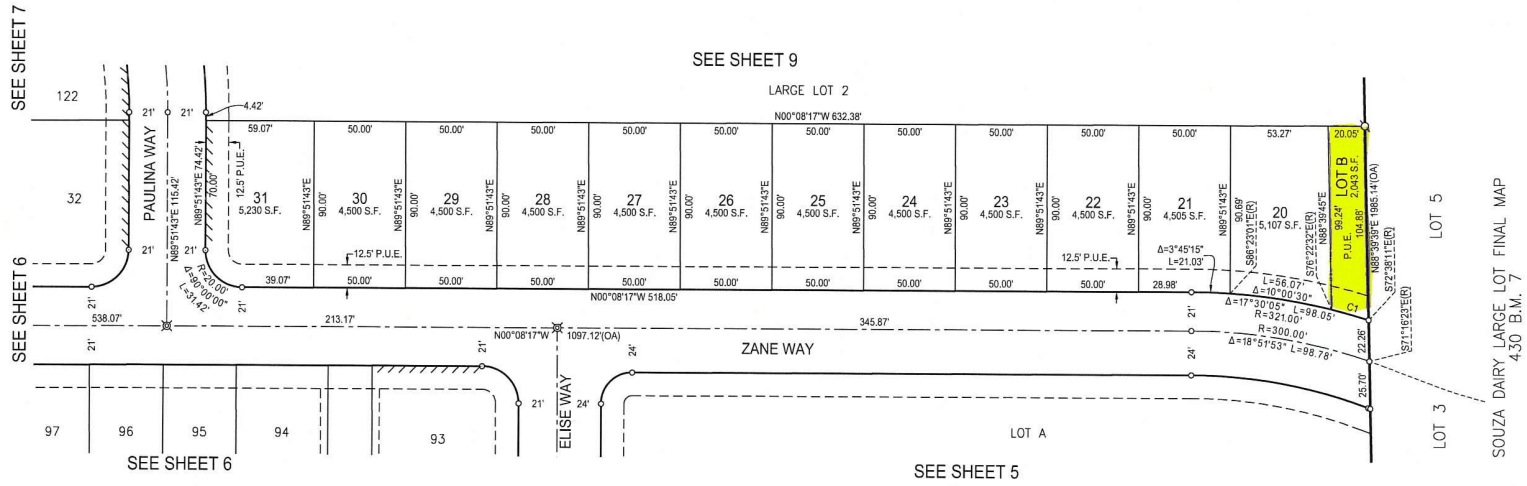
- ◆ SECTION CORNER, FOUND MONUMENT AS NOTED
- ⊠ 1/4 SECTION CORNER, FOUND MONUMENT AS NOTED
- ⊙ CENTER OF SECTION CORNER, FOUND MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- ⊕ FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED 'LS 6815' PER (2)
- ⊕ FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED 'LS 7944' PER (1) or (3)
- ⊕ FOUND 2-1/2" BRASS DISC STAMPED 'LS 7944' IN MONUMENT WELL PER (1) or (3)
- ⊕ SET STANDARD CITY OF ELK GROVE MONUMENT WELL STAMPED 'LS 9265'
- ⊕ SET 5/8" REBAR AND PLASTIC CAP STAMPED 'LS 9265'
- AC ACRES
- B.M. BOOK OF MAPS
- (BNDY) BOUNDARY
- CL CENTERLINE
- C.U.C.C. CITIZENS UTILITIES COMPANY OF CALIFORNIA
- DN DOCUMENT NUMBER
- E.V.A. EMERGENCY VEHICLE ACCESS EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.M. PARCEL MAPS
- P.U.E. PUBLIC UTILITY EASEMENT
- RW RIGHT-OF-WAY
- S.M.U.D. SACRAMENTO MUNICIPAL UTILITY DISTRICT
- S.F. SQUARE FEET
- S.S.E. SANITARY SEWER EASEMENT
- V.E. VISIBILITY EASEMENT
- /// NO INGRESS OR EGRESS RIGHTS
- () RECORD DATA PER REFERENCE
- SHEET INDEX



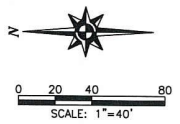
SUBDIVISION NO. 17-049
POPPY KEYS SOUTHWEST
PHASE 1

BEING ALL OF THE LANDS OF KB HOME SACRAMENTO, INC. AS DESCRIBED IN THOSE CERTAIN GRANT DEEDS RECORDED ON SEPTEMBER 17, 2021 AS DOCUMENT NUMBER 202109171060, O.R. AND DOCUMENT NUMBER 202109171325, O.R., SITUATE IN SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
 CITY OF ELK GROVE • SACRAMENTO COUNTY • CALIFORNIA

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 1025 Crestside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189



Curve Table			
Curve #	Radius	Delta	Length
C1	321.00'	3°44'20"	20.95'

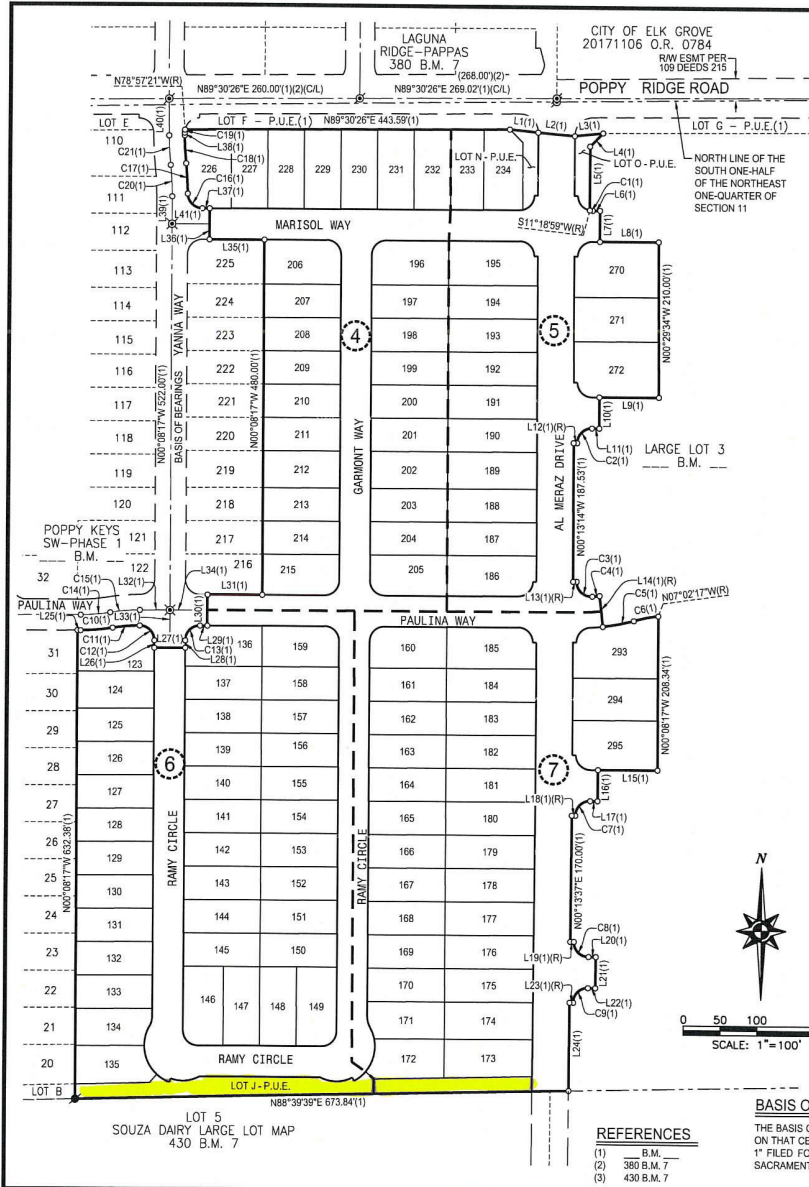


SUBDIVISION NO. 17-049
POPPY KEYS SOUTHWEST
PHASE 1

BEING ALL OF THE LANDS OF KB HOME SACRAMENTO, INC. AS DESCRIBED IN THOSE CERTAIN GRANT DEEDS RECORDED ON SEPTEMBER 17, 2021 AS DOCUMENT NUMBER 202109171060, O.R. AND DOCUMENT NUMBER 202109171325, O.R., SITUATE IN SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
 CITY OF ELK GROVE • SACRAMENTO COUNTY • CALIFORNIA

Mackay & Somp
 ENGINEERS PLANNERS SURVEYORS
 1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 775-1189
 JANUARY 2022
 SHEET 8 OF 10 27154.KCB

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES



Line Table		
Line #	Bearing	Length
L1	N84°26'01"W	39.02
L2	N85°02'58"W	50.20
L3	N83°48'10"E	39.05
L4	N44°58'36"E	25.28
L5	N00°13'14"W	86.30
L6	N89°51'43"E	10.00
L7	N00°17'56"W	42.00
L8	N89°51'43"E	80.32
L9	N89°51'43"E	81.38
L10	N00°17'56"W	42.00
L11	N89°51'43"E	10.00
L12	N89°46'46"E	5.00
L13	N89°46'46"E	5.00
L14	N06°27'53"W	42.00
L15	N89°51'43"E	81.16
L16	N00°26'41"E	42.00
L17	N89°51'43"E	10.00
L18	N89°46'23"W	5.00
L19	N89°46'23"W	5.00
L20	N89°51'43"E	10.00
L21	N00°34'29"E	42.00

Line Table		
Line #	Bearing	Length
L22	N89°51'43"E	10.00
L23	N90°00'00"W	5.00
L24	N00°13'37"E	118.93
L25	N89°51'43"E	4.42
L26	N00°08'17"W	10.00
L27	N89°51'43"E	42.00
L28	N00°08'17"W	10.00
L29	N89°51'43"E	10.00
L30	N00°08'17"W	42.00
L31	N89°51'43"E	75.00
L32	N89°51'43"E	41.00
L33	N00°08'17"W	51.00
L34	N89°51'43"E	51.00
L35	N89°51'43"E	75.00
L36	N00°09'41"W	42.00
L37	N89°51'43"E	10.00
L38	N00°29'34"W	3.99
L39	N00°08'17"W	37.11
L40	N00°29'34"W	49.60
L41	N89°51'43"E	50.99

Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	11°27'16"	4.00'
C2	20.00'	90°04'57"	31.44'
C3	20.00'	93°44'31"	32.72'
C4	229.00'	2°30'08"	10.00'
C5	271.00'	9°05'38"	43.01'
C6	229.00'	8°31'13"	34.05'
C7	20.00'	89°38'06"	31.29'
C8	20.00'	90°21'54"	31.54'
C9	20.00'	89°38'06"	31.29'
C10	271.00'	9°16'25"	43.86'
C11	229.00'	9°16'25"	37.07'

Curve Table			
Curve #	Radius	Delta	Length
C12	20.00'	90°00'00"	31.42'
C13	20.00'	90°00'00"	31.42'
C14	250.00'	9°16'25"	40.46'
C15	250.00'	9°16'25"	40.46'
C16	20.00'	89°29'38"	31.24'
C17	421.00'	5°34'32"	40.97'
C18	379.00'	5°43'37"	37.88'
C19	20.00'	11°32'13"	4.03'
C20	400.00'	6°04'54"	42.46'
C21	400.00'	5°43'37"	39.98'



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF YANNA WAY AS SHOWN ON THAT CERTAIN MAP TITLED "SUBDIVISION NO. 17-049, POPPY KEYS SOUTHWEST, PHASE 1" FILED FOR RECORD ON _____ IN BOOK _____ OF MAPS AT PAGE _____ SACRAMENTO COUNTY RECORDS, HAVING A BEARING OF NORTH 00°08'17" WEST.

REFERENCES
 (1) _____ B.M.
 (2) 380 B.M. 7
 (3) 430 B.M. 7

- NOTES**
- ALL CURVE DIMENSIONS ARE RADIUS, ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF AND ARE GROUND DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
 - REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265". WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A 3/4" TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
 - ALL FRONT LOT CORNERS WITH ATTACHED SIDEWALK WILL BE SET ON A 1.00 FOOT PROJECTION IN THE SIDEWALK WITH A 1" BRASS DISC STAMPED "LS 9265". WHERE SIDEWALK IS DETACHED, FRONT CORNERS WILL BE SET ON THE SIDE LOT LINE WITH AN 8.00 FOOT OFFSET FROM THE PROPERTY CORNER ON THE SIDEWALK WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265".
 - AGRICULTURAL PROPERTIES AND USES SURROUNDING THIS PROPERTY MAY CONTINUE IN PERPETUITY, SUBJECT TO THE PROVISIONS OF THE CITY'S ADOPTED RIGHT-TO-FARM ORDINANCE. A DISCLOSURE STATEMENT WILL BE PROVIDED TO ALL POTENTIAL BUYERS PRIOR TO THE SALE OF THE LOTS.
 - EACH LOT SHALL HAVE ONE DRIVEWAY. ADDITIONAL DRIVEWAYS REQUIRE APPROVAL FROM PUBLIC WORKS.

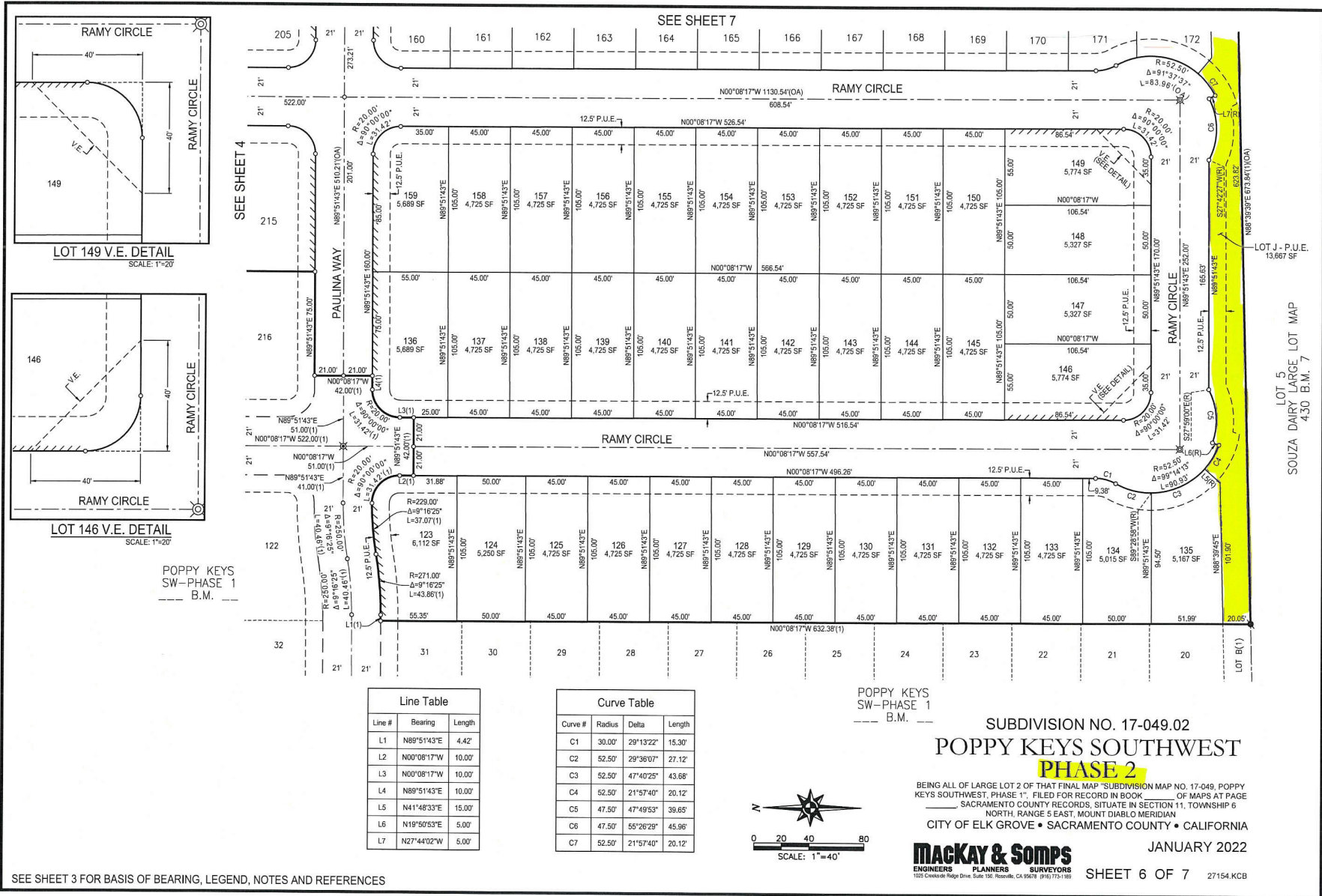
- LEGEND**
- ⊕ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (1)
 - ⊗ FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 8815" PER (2)
 - ⊠ STANDARD CITY OF ELK GROVE MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (1)
 - ⊡ SET STANDARD CITY OF ELK GROVE MONUMENT WELL STAMPED "LS 9265"
 - DIMENSION POINT
 - AC ACRES
 - B.M. BOOK OF MAPS
 - C.L. CENTERLINE
 - DN DOCUMENT NUMBER
 - ESMT EASEMENT
 - (OA) OVERALL
 - O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
 - P.E. PEDESTRIAN EASEMENT
 - P.M. PARCEL MAPS
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - R/W RIGHT-OF-WAY
 - SF SQUARE FEET
 - V.E. VISIBILITY EASEMENT
 - ////// NO INGRESS OR EGRESS RIGHTS
 - () RECORD DATA PER REFERENCE
 - (X) SHEET INDEX

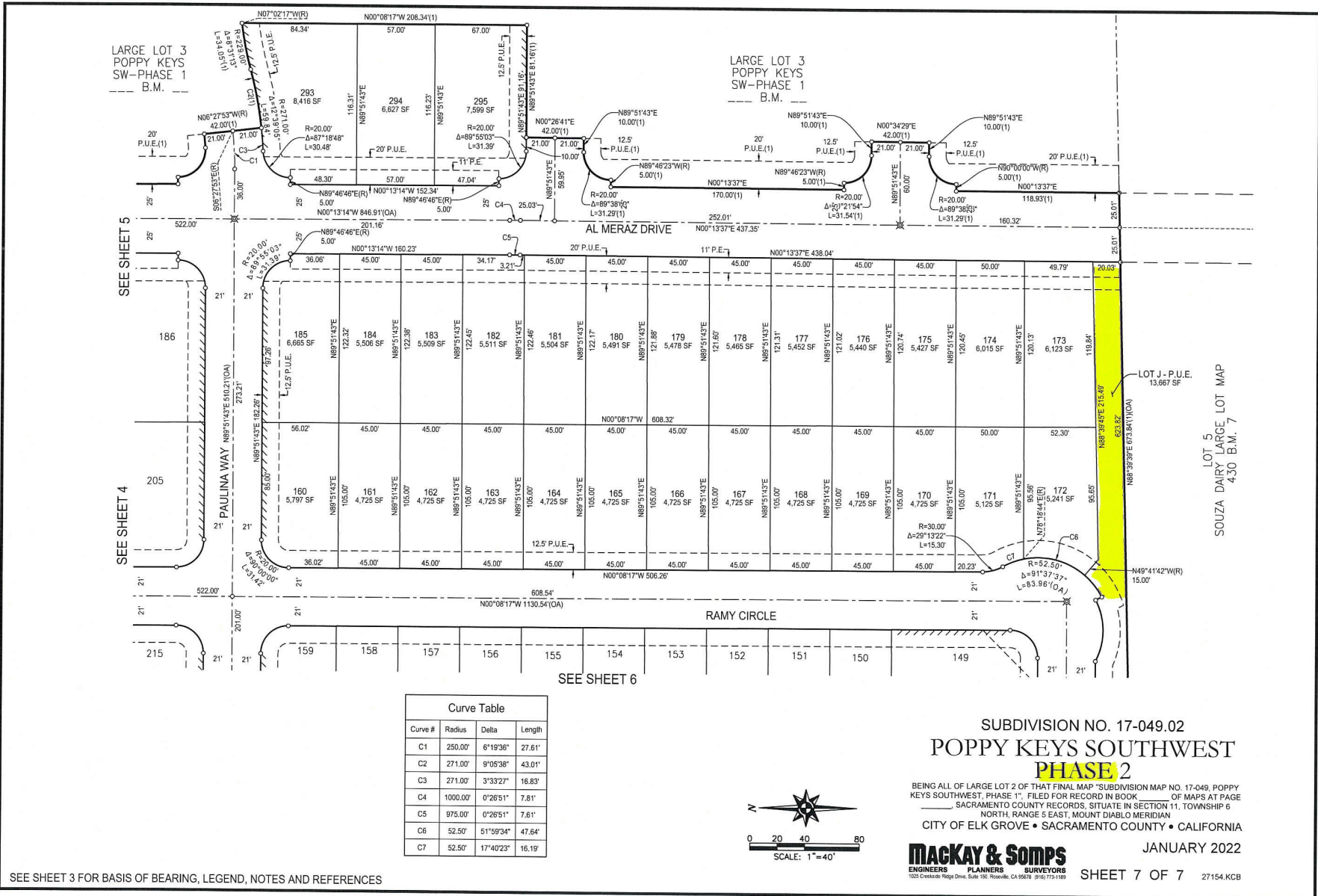
SUBDIVISION NO. 17-049.02
POPPY KEYS SOUTHWEST
PHASE 2

BEING ALL OF LARGE LOT 2 OF THAT FINAL MAP "SUBDIVISION MAP NO. 17-049, POPPY KEYS SOUTHWEST, PHASE 1," FILED FOR RECORD IN BOOK _____ OF MAPS AT PAGE _____ SACRAMENTO COUNTY RECORDS, SITUATE IN SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
 CITY OF ELK GROVE • SACRAMENTO COUNTY • CALIFORNIA

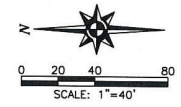
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 SHEET 3 OF 7 27154.KCB

JANUARY 2022



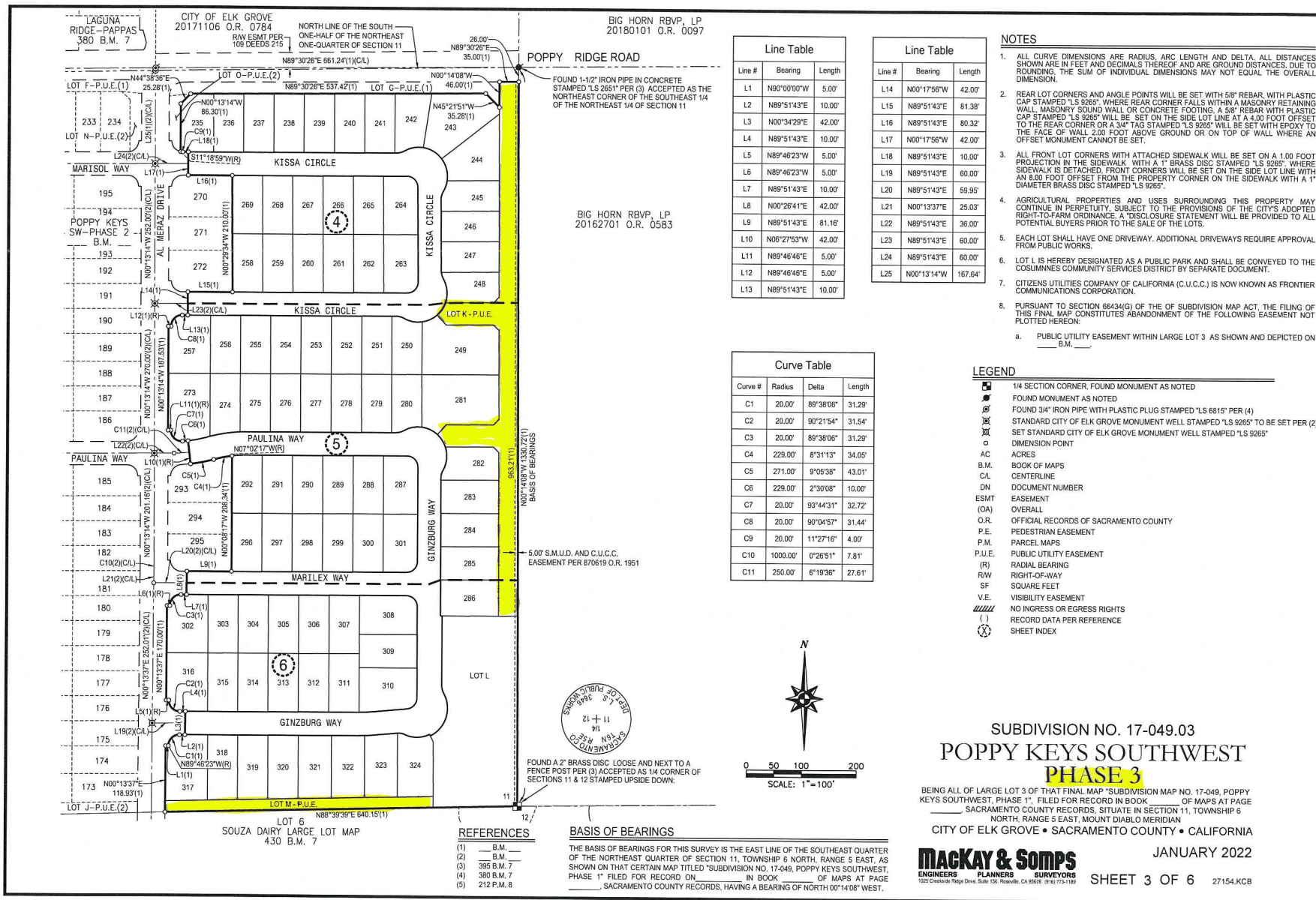


Curve Table			
Curve #	Radius	Delta	Length
C1	250.00'	6°19'36"	27.61'
C2	271.00'	9°05'38"	43.01'
C3	271.00'	3°33'27"	16.83'
C4	1000.00'	0°26'51"	7.81'
C5	975.00'	0°26'51"	7.61'
C6	52.50'	51°59'34"	47.64'
C7	52.50'	17°40'23"	16.19'



SUBDIVISION NO. 17-049.02
POPPY KEYS SOUTHWEST
PHASE 2
 BEING ALL OF LARGE LOT 2 OF THAT FINAL MAP 'SUBDIVISION MAP NO. 17-049, POPPY KEYS SOUTHWEST, PHASE 1', FILED FOR RECORD IN BOOK _____ OF MAPS AT PAGE _____ SACRAMENTO COUNTY RECORDS, SITUATE IN SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
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 JANUARY 2022
 SHEET 7 OF 7 27154.KCB

SEE SHEET 3 FOR BASIS OF BEARING, LEGEND, NOTES AND REFERENCES



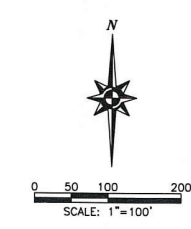
Line #	Bearing	Length
L1	N90°00'00"W	5.00'
L2	N89°51'43"E	10.00'
L3	N00°34'29"E	42.00'
L4	N89°51'43"E	10.00'
L5	N89°46'23"W	5.00'
L6	N89°46'23"W	5.00'
L7	N89°51'43"E	10.00'
L8	N00°26'41"E	42.00'
L9	N89°51'43"E	81.16'
L10	N06°27'53"W	42.00'
L11	N89°46'46"E	5.00'
L12	N89°46'46"E	5.00'
L13	N89°51'43"E	10.00'

Line #	Bearing	Length
L14	N00°17'56"W	42.00'
L15	N89°51'43"E	81.38'
L16	N89°51'43"E	80.32'
L17	N00°17'56"W	42.00'
L18	N89°51'43"E	10.00'
L19	N89°51'43"E	60.00'
L20	N89°51'43"E	59.95'
L21	N00°13'37"E	25.03'
L22	N89°51'43"E	36.00'
L23	N89°51'43"E	60.00'
L24	N89°51'43"E	60.00'
L25	N00°13'14"W	167.64'

Curve #	Radius	Delta	Length
C1	20.00'	89°38'06"	31.29'
C2	20.00'	90°21'54"	31.54'
C3	20.00'	89°38'06"	31.29'
C4	229.00'	8°31'13"	34.05'
C5	271.00'	9°05'38"	43.01'
C6	229.00'	2°30'08"	10.00'
C7	20.00'	93°44'31"	32.72'
C8	20.00'	90°04'57"	31.44'
C9	20.00'	11°27'16"	4.00'
C10	1000.00'	0°26'51"	7.81'
C11	250.00'	6°19'36"	27.61'

- NOTES**
- ALL CURVE DIMENSIONS ARE RADIUS, ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF AND ARE GROUND DISTANCES. DUE TO ROUNDINGS, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
 - REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING. A 3/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A 3/4" TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
 - ALL FRONT LOT CORNERS WITH ATTACHED SIDEWALK WILL BE SET ON A 1.00 FOOT PROJECTION IN THE SIDEWALK WITH A 1" BRASS DISC STAMPED "LS 9265", WHERE SIDEWALK IS DETACHED, FRONT CORNERS WILL BE SET ON THE SIDE LOT LINE WITH AN 8.00 FOOT OFFSET FROM THE PROPERTY CORNER ON THE SIDEWALK WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265".
 - AGRICULTURAL PROPERTIES AND USES SURROUNDING THIS PROPERTY MAY CONTINUE IN PERPETUITY, SUBJECT TO THE PROVISIONS OF THE CITY'S ADOPTED RIGHT-TO-FARM ORDINANCE. A "DISCLOSURE STATEMENT" WILL BE PROVIDED TO ALL POTENTIAL BUYERS PRIOR TO THE SALE OF THE LOTS.
 - EACH LOT SHALL HAVE ONE DRIVEWAY. ADDITIONAL DRIVEWAYS REQUIRE APPROVAL FROM PUBLIC WORKS.
 - LOT L IS HEREBY DESIGNATED AS A PUBLIC PARK AND SHALL BE CONVEYED TO THE COSUMNES COMMUNITY SERVICES DISTRICT BY SEPARATE DOCUMENT.
 - CITIZENS UTILITIES COMPANY OF CALIFORNIA (C.U.C.C.) IS NOW KNOWN AS FRONTIER COMMUNICATIONS CORPORATION.
 - PURSUANT TO SECTION 66434(G) OF THE OF SUBDIVISION MAP ACT, THE FILING OF THIS FINAL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING EASEMENT NOT PLOTTED HEREON:
 - PUBLIC UTILITY EASEMENT WITHIN LARGE LOT 3 AS SHOWN AND DEPICTED ON _____ B.M. _____

- LEGEND**
- 1/4 SECTION CORNER, FOUND MONUMENT AS NOTED
 - FOUND MONUMENT AS NOTED
 - FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 6815" PER (4)
 - STANDARD CITY OF ELK GROVE MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (2)
 - SET STANDARD CITY OF ELK GROVE MONUMENT WELL STAMPED "LS 9265"
 - DIMENSION POINT
 - O DIMENSION POINT
 - AC ACRES
 - B.M. BOOK OF MAPS
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 - RAW RIGHT-OF-WAY
 - SF SQUARE FEET
 - V.E. VISIBILITY EASEMENT
 - NO INGRESS OR EGRESS RIGHTS
 - () RECORD DATA PER REFERENCE
 - (X) SHEET INDEX



**SUBDIVISION NO. 17-049.03
POPPY KEYS SOUTHWEST
PHASE 3**

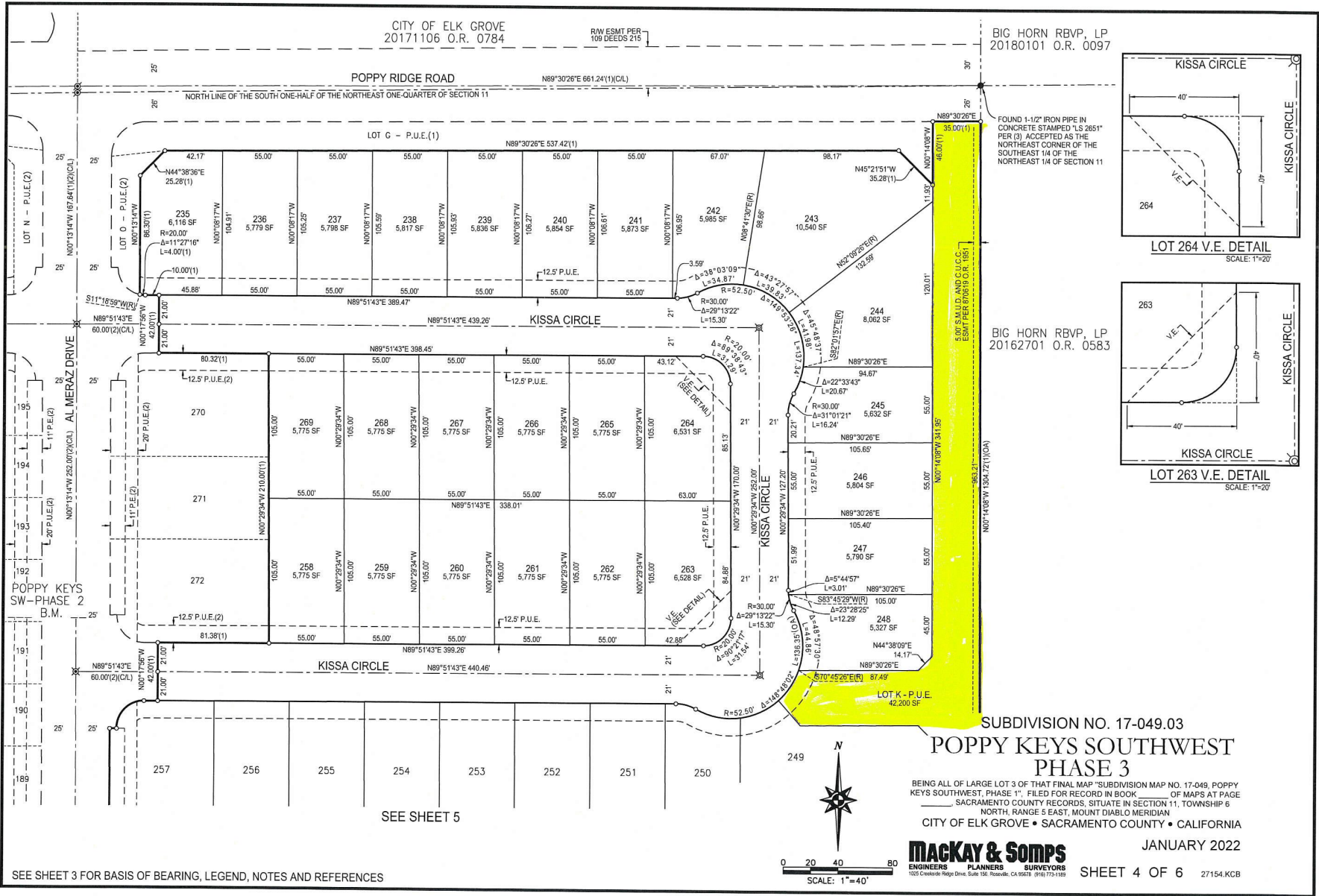
BEING ALL OF LARGE LOT 3 OF THAT FINAL MAP "SUBDIVISION MAP NO. 17-049, POPPY KEYS SOUTHWEST, PHASE 1", FILED FOR RECORD IN BOOK _____ OF MAPS AT PAGE _____ SACRAMENTO COUNTY RECORDS, SITUATE IN SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
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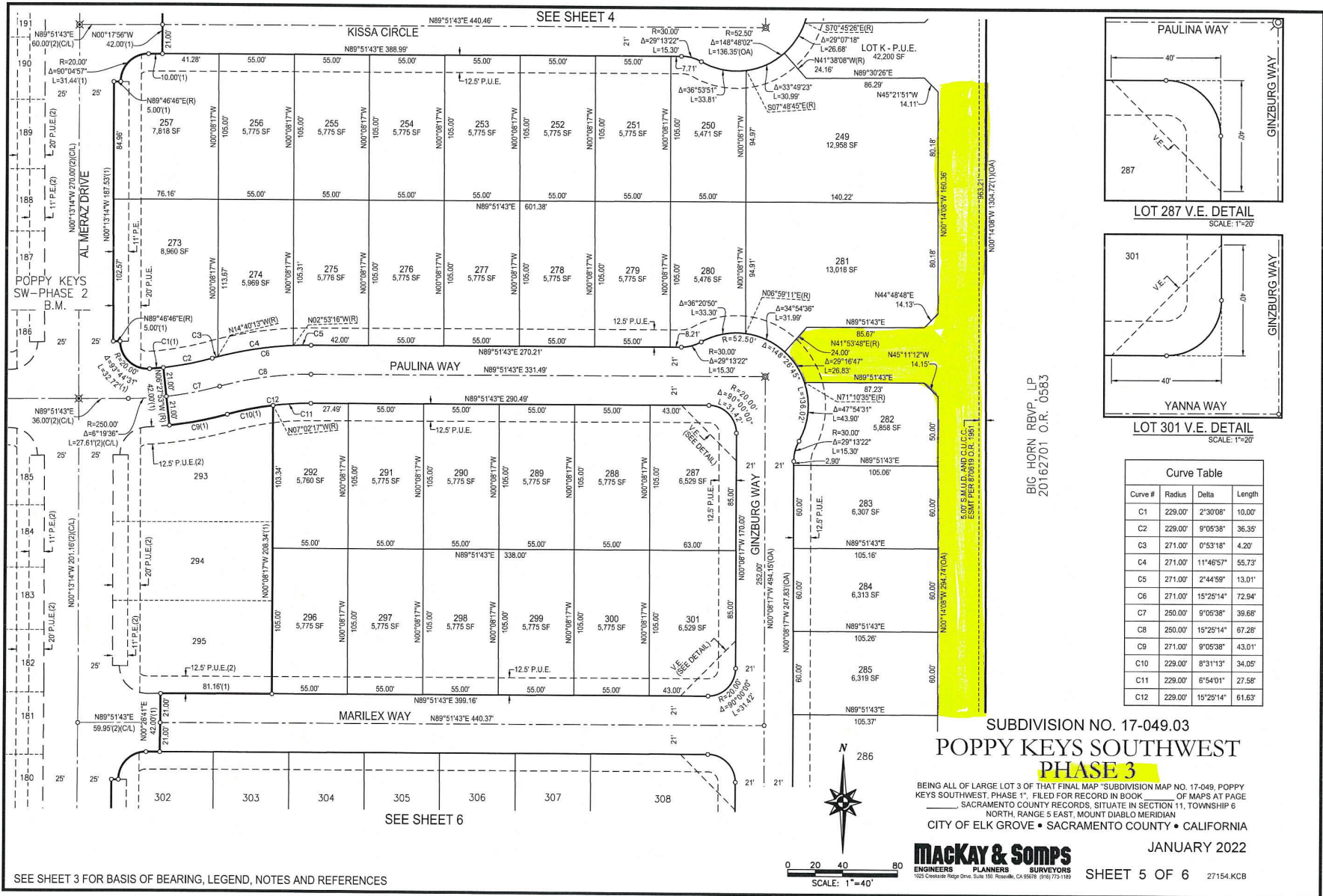
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ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 775-1189
SHEET 3 OF 6 27154.KCB

JANUARY 2022

- REFERENCES**
- _____ B.M. _____
 - _____ B.M. _____
 - 395 B.M. 7
 - 380 B.M. 7
 - 212 P.M. 8
- BASIS OF BEARINGS**
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, AS SHOWN ON THAT CERTAIN MAP TITLED "SUBDIVISION NO. 17-049, POPPY KEYS SOUTHWEST, PHASE 1" FILED FOR RECORD ON _____ IN BOOK _____ OF MAPS AT PAGE _____, SACRAMENTO COUNTY RECORDS, HAVING A BEARING OF NORTH 00°14'08" WEST.







BIG HORN RBVPLP
20162701 O.R. 0563

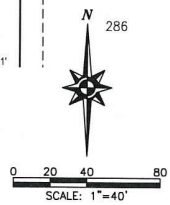
SUBDIVISION NO. 17-049.03
**POPPY KEYS SOUTHWEST
PHASE 3**

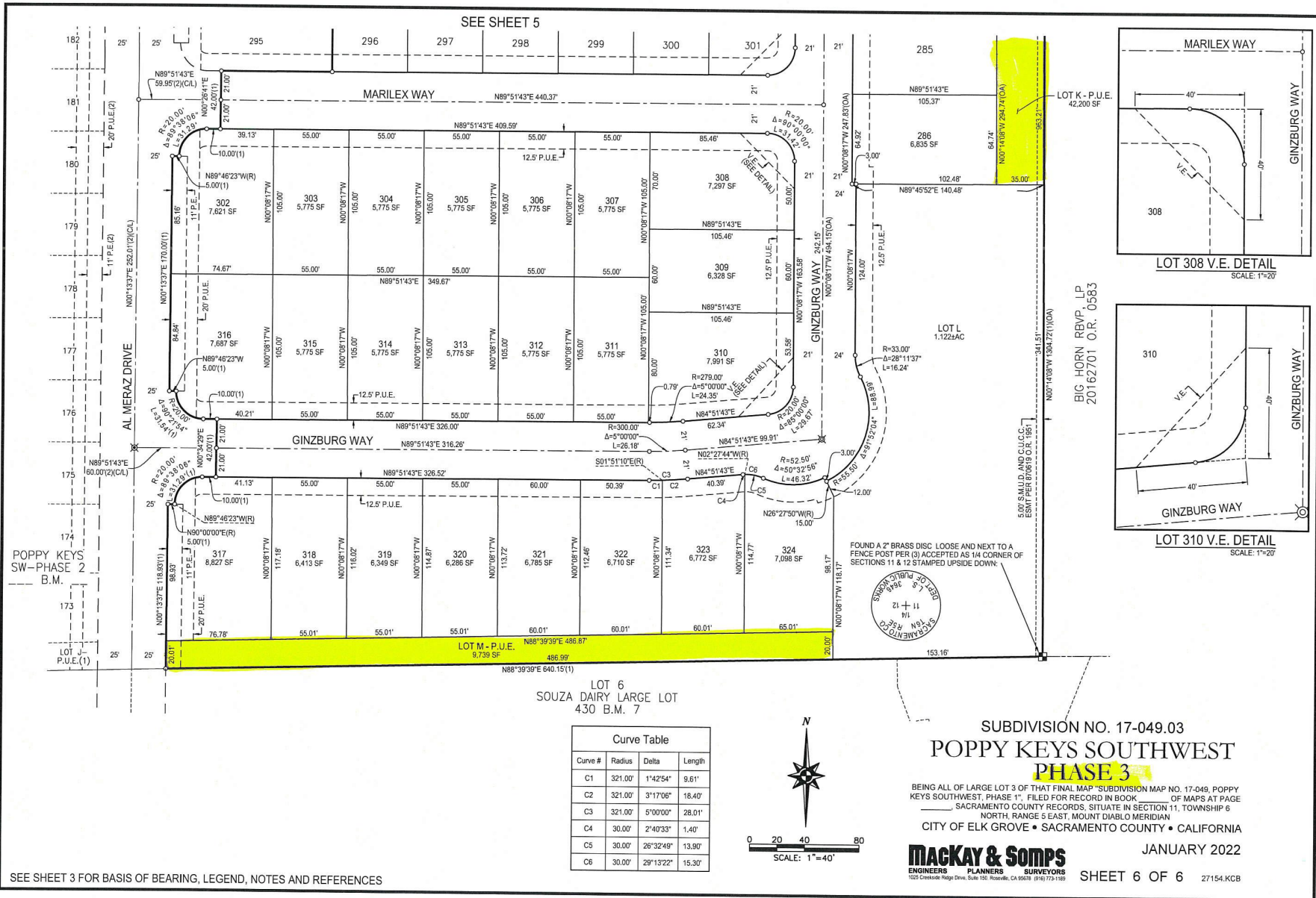
BEING ALL OF LARGE LOT 3 OF THAT FINAL MAP "SUBDIVISION MAP NO. 17-049, POPPY KEYS SOUTHWEST, PHASE 1", FILED FOR RECORD IN BOOK _____ OF MAPS AT PAGE _____ SACRAMENTO COUNTY RECORDS, SITUATE IN SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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JANUARY 2022

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SHEET 5 OF 6 27154.KCB





SEE SHEET 3 FOR BASIS OF BEARING, LEGEND, NOTES AND REFERENCES

EXHIBIT B

FEE CREDITS TO BE ISSUED FOR LAND DEDICATION

Exhibit B

Southeast Policy Area		
Park and Trail Impact Fee Program		
Project:	<u>Souza Dairy</u>	<u>Acres</u>
	Trail ID 12 - Tentative Map Lots B, J, M	0.590
	Trail ID 6 - Tentative Map Lot K	0.970
	Total	1.560

Trail Land:		
Number of Acres:		1.560
Estimated Value per Acre, Nexus Study 5/22/2019	\$	150,000
Total Value	\$	234,000
Inflation Cost Escalator (2020 average CCI, San Francisco and 20-City) =	2.30%	\$ 5,382
Adjusted SubTotal		\$ 239,382
Inflation Cost Escalator (2021 average CCI, San Francisco and 20-City) =	3.57%	\$ 8,546
Adjusted SubTotal		\$ 247,928
Inflation Cost Escalator (2022 average CCI, San Francisco and 20-City) =	8.89%	\$ 22,041
Adjusted SubTotal		\$ 269,969
Maximum Reimbursement Payment		\$ 269,969

EXHIBIT C

REIMBURSEMENT REQUEST FORM

City of Elk Grove

**Reimbursement for Dedication of Trail Land in SEPA
Request Form**

The undersigned (the “Developer”) hereby requests fee credits pursuant to the Reimbursement Agreement for Dedication of Trail Land in SEPA dated _____, 20__ (the “Agreement”), between the City of Elk Grove and the Developer, in the total amount of \$_____. (Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.) The fee credits requested are for Land Dedication(s) identified in Exhibits A and B to the Agreement that have been completed by the Developer or party designated for credits herein (the “Developer”) and are the subject of this request for fee credits, as more fully described in the Agreement.

In connection with this request for reimbursement, the undersigned hereby represents and warrants to the City as follows:

1. The person executing this request on behalf of the Developer is duly authorized to do so and is knowledgeable as to the matters set forth herein.
2. The Land Dedication described in the Agreement has been completed and accepted by the City. Developer conveyed to the City and vested in the City full, complete and clear title to the Land Dedication.
3. There has not been filed with or served upon the Developer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by operation of law.
4. The Developer is in compliance with the terms and provisions of any applicable acquisition agreement associated with the Land Dedication, for which reimbursement is sought.
5. The Developer or other constructing entity has not received any other reimbursement pursuant to Section 3.1(c) of the Agreement.
6. The Developer is not in default of any monetary obligation to the City, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to the City.
7. Payment should be made payable to:

and sent to: _____

at the following address: _____

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Date: _____

DEVELOPER:

_____, a California

By:

(Signature)

(Print Name)

(Title)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT
AGREEMENT WITH TAYLOR MORRISON OF CALIFORNIA, LLC, FOR
REIMBURSEMENT FROM THE ELK GROVE SOUTHEAST POLICY AREA PARK
AND TRAILS IMPACT FEE PROGRAM FOR PUBLIC LAND DEDICATED TO THE
CITY IN FEE TITLE THROUGH THE SOUZA DAIRY FINAL SUBDIVISION MAP**

WHEREAS, Elk Grove Municipal Code Section 16.95 provides for reimbursement to developers for the private construction of any facilities designated in the Southeast Policy Area Park and Trails Impact Fee Program subject to entering into a reimbursement agreement with the City of Elk Grove; and

WHEREAS, Taylor Morrison of California, LLC is dedicating trail land, which is identified in the Southeast Policy Area Park and Trails Impact Fee Program as eligible for reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a Reimbursement Agreement with Taylor Morrison of California, LLC, in substantially the form presented, for reimbursement from the Elk Grove Southeast Policy Area Park and Trails Impact Fee Program for public land dedicated to the City in fee title through the Souza Dairy Final Subdivision Map.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 10th day of August 2022

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

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

CITY OF ELK GROVE

REIMBURSEMENT AGREEMENT

FOR DEDICATION OF TRAIL LAND IN SEPA

Agreement No. ____

THIS AGREEMENT (“**Agreement**”) is entered into as of the ____ day of _____, 2022 by and between Taylor Morrison of California, LLC, a California limited liability company (“**Developer**”), and the CITY OF ELK GROVE, a municipal corporation (“**City**”).

R E C I T A L S

WHEREAS, Developer is the owner of certain real property in the Southeast Policy Area (“**SEPA**”) in the City of Elk Grove, State of California, with approved Project Application No. PLNG20-056, commonly known as Souza Dairy (the “**Project**”).

WHEREAS, on February 27, 2019, the City adopted Ordinance No. 03-2019 amending Chapter 16.95 of the Elk Grove Municipal Code (“**EGMC**”) to establish the Southeast Policy Area Park and Trail Fee (“**SEPA Park and Trail Fee**”). The SEPA Park and Trail Fee was adopted pursuant to the Mitigation Fee Act based on a nexus study dated February 13, 2019, as amended on May 22, 2019 (“**Nexus Study**”). The SEPA Park and Trail Fee includes (i) a trail fee, which will fund trail facilities, trail land acquisition, and the City’s administration of the trail fee (the “**SEPA Trail Fee**”); and (ii) a park fee, which will fund the cost of shared park facilities, residential-focused park facilities, and the City’s administration of the park fee (collectively, the “**SEPA Park and Trail Fee Program**”);

WHEREAS, the Nexus Study authorizes the City to enter into reimbursement agreements for the dedication of land designated in the SEPA Park and Trail Fee Program upon application of property developers prior to construction of any such facilities;

WHEREAS, Developer proposes to dedicate certain eligible trail land that would otherwise be financed by the trail land acquisition component of the SEPA Trail Fee (the “**SEPA Trail Land Fee**”); and

WHEREAS, this Agreement provides for the allocation of certain fee credits to Developer as reimbursement for such trail land.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

A G R E E M E N T

Section 1. **Scope**

1.1 Trail Land Dedication; Credit Reimbursement. Upon recordation of a final map for the Project, Developer shall dedicate, and City may accept, the trail land identified in Exhibit A (the “**Land Dedication**”), attached hereto and incorporated herein by this reference. Upon City’s acceptance of the Land Dedication hereunder, and subject to the conditions set forth in Section 3.1, City will issue credits to Developer for such dedication in the amounts set forth in Exhibit B (the “**Credit Amount**”), attached hereto and incorporated herein by this reference. In the event the amount of trail land actually dedicated to City on the final map is different from the amount identified on the Tentative map and Exhibit B, City shall have the right to adjust the Credit Amount due to Developer accordingly.

1.2 Use of Credits. Credits issued hereunder may be applied against the SEPA Trail Land Fee for the Project and, to the extent the SEPA Trail Land Fee for the Project has been satisfied, any other SEPA Trail Land Fee obligation in SEPA. The fee credits issued hereunder may not be used against any other component of the SEPA Park and Trail Fee Program, including the Park Fee and the administrative and trail facilities components of the SEPA Trail Fee.

Section 2. Allowable Fee Credits

2.1 Credit Against SEPA Trail Land Fee. When, and as, SEPA Trail Land Fees are imposed for each building permit, the Developer shall be able to use fee credits, on a dollar for dollar basis, equal to sixty percent (60%) of the total SEPA Trail Land Fees to be paid for each building permit, excluding the administrative and trail facilities components of the SEPA Trail Fee, and the Developer shall not be required to pay such portion of the SEPA Trail Land Fees. Usage of fee credits by Developer at building permit shall serve to reduce the Credit Amount in an equivalent amount to the fee credits used. Once the Credit Amount is reduced to a zero dollar balance, Developer shall no longer be able to use fee credits at building permit, or at all. The City, in its sole discretion, may increase the percentage of fee credits available to be used by the Developer at building permit.

2.2 Remaining SEPA Trail Land Fee Payment. After applying sixty percent (60%) in Fee Credits to the SEPA Trail Land Fee, the Developer shall pay the remaining forty percent (40%) of SEPA Trail Land Fees for each building permit in cash, and such amount shall accrue to the SEPA Trail Land Fee program as a cash payment.

2.3 Exchange of Fee Credits for Cash. If, at the time Developer receives fee credits from the City hereunder, Developer has already obtained building permits for the Project and paid the SEPA Trail Land Fee without the application of any fee credits, the City may, in its sole discretion, provide developer cash in exchange for Developer’s fee credits, on a dollar for dollar basis, in an amount not to exceed sixty percent (60%) of the SEPA Trail Land Fees paid by Developer for the Project, excluding the trail facilities component and administrative component of the SEPA Trail Fee. Usage of fee credits by Developer pursuant to this Section 2.3 shall serve to reduce the Credit Amount in an equivalent amount to the fee credits used. Once the Credit Amount is reduced to a zero-dollar balance, Developer shall no longer be able to use fee credits at building permit, or

at all. In no event shall cash issued to Developer hereunder exceed the Credit Amount. The City, in its sole discretion, may increase the percentage of fee credits available to be exchanged by the Developer for cash pursuant to this section.

Section 3. Timing of Reimbursement

3.1. Credit Reimbursement Preconditions. No credit reimbursement from the applicable fund(s) associated with the SEPA Trail Land Fee shall be made unless all of the following conditions, together with any other conditions set forth in this Agreement, have been met to the City's satisfaction:

- (a) City has given final approval to and has formally accepted the Land Dedication as complete (with reimbursement for a Land Dedication separately identified in the SEPA Trail Fee program being eligible for reimbursement on acceptance of such Land Dedication, notwithstanding the status of any other Land Dedication to be made by Developer).
- (b) Developer shall not be in default of any monetary obligation to the City, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to the City. City agrees that it shall invoice Developer, and provide reasonably necessary detailed documentation of the charges incurred, for all amounts due within sixty (60) days of such amount accruing ("City Invoice"). Developer shall then have thirty (30) days from its receipt of the City Invoice to accept or object to it ("Protest Period"), and should Developer fail to object within that time, Developer shall be deemed to have accepted the City Invoice and shall not be entitled to dispute such City Invoice. Developer shall pay City all amounts due, for which no objection has been raised within the Protest Period, within fifteen (15) business days following expiration of the Protest Period. Payment of such City Invoice shall be full and final satisfaction of the amounts due for work specified in such City Invoice, and City shall not have the right to increase or modify such amounts. Any amounts not paid by such date shall be deemed defaulted amounts. Upon receipt of any such written notice of default from City, Developer shall cure the identified default(s) within three (3) days after receipt of any such notice. If Developer fails to cure such default within such three (3) day period, City shall have the right to withhold such defaulted amounts from the reimbursement due to Developer hereunder and to use such reimbursement amount to satisfy the default. Payment in full of defaulted amounts from the reimbursement due to Developer hereunder shall be deemed full and final satisfaction for such amounts owed, and upon such collection of reimbursement funds by City, City waives all other remedies for such default. In the event City does not collect such defaulted amounts from reimbursement due Developer hereunder, City retains all other remedies, at law or in equity, for such default. In the event a timely objection to the City Invoice is made by Developer, City and Developer shall meet and confer for a period of at least thirty (30) days in an effort to

resolve any dispute between them and, if the dispute is not so resolved, either party may then resort to any remedy available to it at law or in equity.

- (c) Developer has not received reimbursement payments, including fee credits, from any other agency (including but not limited to the Sacramento Sewer District and the Sacramento County Water Agency) or other reimbursement programs, community facilities districts, or assessment districts for the Land Dedications listed in Exhibit B. If Developer has received other reimbursement such reimbursement shall be subtracted from the Credit Amount listed herein.
- (d) Developer has complied with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to competitively bidding the construction work and paying prevailing wages.

Section 4. Assignment of Fee Credits

Fee Credit Amounts to be issued to the Developer are personal to the Developer and shall not automatically run with the land or the subsequent purchasers of the Developer's property. The Developer may transfer or assign any or all of the Credit Amount associated with this Agreement by providing written notice to the City. Assigned Fee Credits shall be applicable to any SEPA Trail Land Fees within the SEPA, and shall be accepted by the City on a dollar-for-dollar basis in accordance with Section 2. Any portion of the Credit Amount transferred hereunder may only be used in accordance with the terms of this Agreement. The City has no obligation to provide cash reimbursement for any fee credits transferred to Subsequent Purchasers or Recipients of transferred Fee Credits. In order to utilize a portion of the Credit Amount as provided for herein, the Developer shall deliver an executed copy of a SEPA Trail Land Fee voucher (Voucher) to the City, or such other document or letter (Written Assignment) as may be acceptable to the City. The Voucher or Written Assignment shall notify the City of the Credit Amount that the Developer intends to transfer or assign. After receipt of such written request from the Developer and prior to issuance of building permits, the City shall reduce any SEPA Trail Land Fees that would normally be collected by the City for that development listed on the Voucher or Written Assignment in the amount stated in the Developer's Voucher or Written Assignment. Any SEPA Trail Land Fees not collected as a result of the receipt of such Voucher or Written Assignment from the Developer shall be deducted from the Developer's Credit Amount. In the absence of any such Voucher or Written Assignment of a portion or all of Developer's Credit Amount, a subsequent purchaser of any portion of the Developer's property shall have no rights to any Fee Credits or Credit Amount hereunder. This Agreement shall not automatically terminate on a lot-by-lot basis upon issuance of a certificate of occupancy for a dwelling unit on each applicable lot.

Section 5. Process and Procedures

The Developer's construction contracts, construction work, and requests for reimbursement relating to the Land Dedication shall be performed in conformance with the City's most current "Reimbursement Policies and Procedures for Privately Constructed Public Facilities" document which is available from the Development Services Department, and upon receipt and approval by the City of a request for payment in the form attached hereto as Exhibit C. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to competitively bidding the construction work and paying prevailing wages.

Section 6. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected through the SEPA Trail Land Fee. Neither the General Fund, nor any other fund of the City, except the applicable fund(s) associated with the SEPA Trail Land Fee (SEPA Trails (Fund 357)), shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 7. Final Credit Reimbursement Request

The Developer shall submit its final request for reimbursement ("Final Request") no later than two (2) years from the date of acceptance of the Land Dedication. Should no Final Request be received at the end of the two-year period Developer shall forfeit any right to any type of reimbursement. If multiple Land Dedications pursuant to this Agreement are conveyed at different times, the Final Request shall be submitted no later than two (2) years from the date of the last acceptance by the City. Reimbursement of the Final Request is subject to the payment preconditions pursuant to Sections 3 above. Once the amount of the Final Request has been reviewed and approved by the City and all Fee Credits have been assigned, no further reimbursement requests will be granted by the City and the remaining amount, if any, less the total amount of Fee Credits and reimbursements due, if any, will be considered unencumbered and cease to be a liability of the City as part of this Agreement.

Section 8. Acceptance of the Land Dedication

Once the Land Dedication is accepted by the City and no liens have been identified as attached to the Land Dedication, the Land Dedication automatically becomes the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Land Dedication.

Section 9. Liens, Claims, and Encumbrances

Prior to acceptance of the Land Dedication by the City, the Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on the Land Dedication, together with unconditional final releases from any and all contractors and material suppliers. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to issue any credits until the Developer has cleared any and all liens, claims and encumbrances from the Land Dedication and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 10. Indemnity

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from, the Land Dedication, except Liabilities arising from the sole active negligence, or willful misconduct of the City. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 11. No Third Party Beneficiary

The City and the Developer enter into no contract or agreement with any general contractor, subcontractor, or other party by entering into this Agreement; nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement; and the City shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to the plans and specifications for the Land Dedication.

Section 12. Notice

Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

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

With a copy to: City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: Development Services Department

Developer: Taylor Morrison of California, LLC
81 Blue Ravine Road, Suite 220
Folsom CA 95630
Attn: Jay Pawlek, Vice President

Either party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

Section 13. Term

The term of this Agreement shall start as of the date first written above and shall remain in effect for a period of ten (10) years or until all the terms and conditions contained in this Agreement have been satisfied, whichever comes first.

Section 14. Captions

Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

Section 15. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 16. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 17. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

Section 18. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

Section 19. Construction and Interpretation

Developer and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair

opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first written above.


CITY OF ELK GROVE:

By: _____
Jason Behrmann, City Manager

ATTEST:

Jason Lindgren, City Clerk

APPROVED AS TO FORM:



Jonathan Hobbs, City Attorney

DEVELOPER:
Taylor Morrison of California, LLC
a California Limited Liability Company

By: Jay Pawlek _____
Name: Jay Pawlek
Title: Vice President

EXHIBIT A
TRAIL LAND DEDICATION (MAPS)

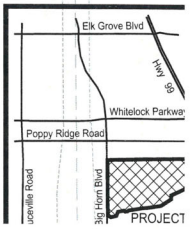
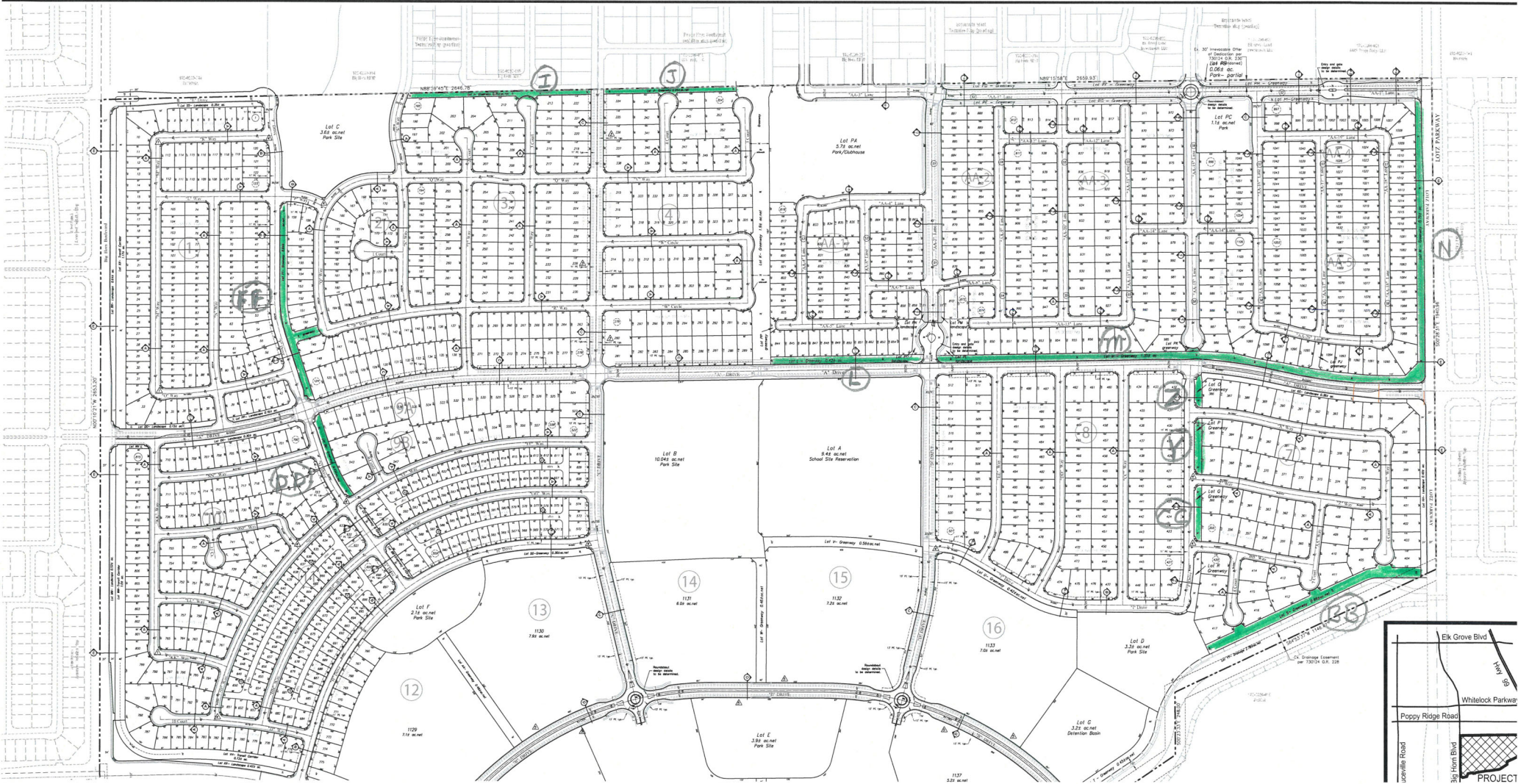




EXHIBIT B

FEE CREDITS TO BE ISSUED FOR LAND DEDICATION

Exhibit B

Southeast Policy Area		
Park and Trail Impact Fee Program		
Project:	<u>Souza Dairy</u>	<u>Acres</u>
	Trail ID 6	1.00
	Trail ID 12	0.60
	Trail ID 13, 14	1.77
	Trail ID 15A, 15B	0.64
	Trail ID 17A, 17B	0.79
	Trail ID 18	0.23
	Trail ID 19	0.42
	Trail ID 29	0.90
	Total	6.35

Trail Land:		
Number of Acres:		6.35
Estimated Value per Acre, Nexus Study 5/22/2019		\$ 150,000
Total Value		\$ 952,500
Inflation Cost Escalator (2020 average CCI, San Francisco and 20-City) = Adjusted SubTotal	2.30%	\$ 21,908 \$ 974,408
Inflation Cost Escalator (2021 average CCI, San Francisco and 20-City) = Adjusted SubTotal	3.57%	\$ 34,786 \$ 1,009,194
Inflation Cost Escalator (2022 average CCI, San Francisco and 20-City) = Adjusted SubTotal	8.89%	\$ 89,717 \$ 1,098,911
Maximum Reimbursement Payment		\$ 1,098,911

EXHIBIT C

REIMBURSEMENT REQUEST FORM

City of Elk Grove

**Reimbursement for Dedication of Trail Land in SEPA
Request Form**

The undersigned (the “Developer”) hereby requests fee credits pursuant to the Reimbursement Agreement for Dedication of Trail Land in SEPA dated _____, 20__ (the “Agreement”), between the City of Elk Grove and the Developer, in the total amount of \$_____. (Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.) The fee credits requested are for Land Dedication(s) identified in Exhibits A and B to the Agreement that have been completed by the Developer or party designated for credits herein (the “Developer”) and are the subject of this request for fee credits, as more fully described in the Agreement.

In connection with this request for reimbursement, the undersigned hereby represents and warrants to the City as follows:

1. The person executing this request on behalf of the Developer is duly authorized to do so and is knowledgeable as to the matters set forth herein.
2. The Land Dedication described in the Agreement has been completed and accepted by the City. Developer conveyed to the City and vested in the City full, complete and clear title to the Land Dedication.
3. There has not been filed with or served upon the Developer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by operation of law.
4. The Developer is in compliance with the terms and provisions of any applicable acquisition agreement associated with the Land Dedication, for which reimbursement is sought.
5. The Developer or other constructing entity has not received any other reimbursement pursuant to Section 3.1(c) of the Agreement.
6. The Developer is not in default of any monetary obligation to the City, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to the City.
7. Payment should be made payable to:

and sent to: _____

at the following address: _____

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Date: _____

DEVELOPER:

_____, a California

By:

(Signature)

(Print Name)

(Title)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT
AGREEMENT WITH WOODSIDE 05N, LP FOR REIMBURSEMENT FROM THE ELK
GROVE SOUTHEAST POLICY AREA PARK AND TRAILS IMPACT FEE PROGRAM
FOR PUBLIC LAND DEDICATED TO THE CITY IN FEE TITLE THROUGH THE
SOUZA DAIRY FINAL SUBDIVISION MAP**

WHEREAS, Elk Grove Municipal Code Section 16.95 provides for reimbursement to developers for the private construction of any facilities designated in the Southeast Policy Area Park and Trails Impact Fee Program subject to entering into a reimbursement agreement with the City of Elk Grove; and

WHEREAS, Woodside 05N, LP is dedicating trail land, which is identified in the Southeast Policy Area Park and Trails Impact Fee Program as eligible for reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a Reimbursement Agreement with Woodside 05N, LP, in substantially the form presented, for reimbursement from the Elk Grove Southeast Policy Area Park and Trails Impact Fee Program for public land dedicated to the City in fee title through the Souza Dairy Final Subdivision Map.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 10th day of August 2022

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

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

CITY OF ELK GROVE

REIMBURSEMENT AGREEMENT

FOR DEDICATION OF TRAIL LAND IN SEPA

Agreement No. ____

THIS AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2022 by and between Woodside 05N, LP, a California limited liability partnership (“**Developer**”), and the CITY OF ELK GROVE, a municipal corporation (“**City**”).

R E C I T A L S

WHEREAS, Developer is the owner of certain real property in the Southeast Policy Area (“**SEPA**”) in the City of Elk Grove, State of California, with approved Project Application No. PLNG20-056, commonly known as Souza Dairy (the “**Project**”).

WHEREAS, on February 27, 2019, the City adopted Ordinance No. 03-2019 amending Chapter 16.95 of the Elk Grove Municipal Code (“**EGMC**”) to establish the Southeast Policy Area Park and Trail Fee (“**SEPA Park and Trail Fee**”). The SEPA Park and Trail Fee was adopted pursuant to the Mitigation Fee Act based on a nexus study dated February 13, 2019, as amended on May 22, 2019 (“**Nexus Study**”). The SEPA Park and Trail Fee includes (i) a trail fee, which will fund trail facilities, trail land acquisition, and the City’s administration of the trail fee (the “**SEPA Trail Fee**”); and (ii) a park fee, which will fund the cost of shared park facilities, residential-focused park facilities, and the City’s administration of the park fee (collectively, the “**SEPA Park and Trail Fee Program**”);

WHEREAS, the Nexus Study authorizes the City to enter into reimbursement agreements for the dedication of land designated in the SEPA Park and Trail Fee Program upon application of property developers prior to construction of any such facilities;

WHEREAS, Developer proposes to dedicate certain eligible trail land that would otherwise be financed by the trail land acquisition component of the SEPA Trail Fee (the “**SEPA Trail Land Fee**”); and

WHEREAS, this Agreement provides for the allocation of certain fee credits to Developer as reimbursement for such trail land.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

A G R E E M E N T

Section 1. Scope

1.1 Trail Land Dedication; Credit Reimbursement. Upon recordation of a final map for the Project, Developer shall dedicate, and City may accept, the trail land identified in Exhibit A (the “**Land Dedication**”), attached hereto and incorporated herein by this reference. Upon City’s acceptance of the Land Dedication hereunder, and subject to the conditions set forth in Section 3.1, City will issue credits to Developer for such dedication in the amounts set forth in Exhibit B (the “**Credit Amount**”), attached hereto and incorporated herein by this reference. In the event the amount of trail land actually dedicated to City on the final map is different from the amount identified on the Tentative map and Exhibit B, City shall have the right to adjust the Credit Amount due to Developer accordingly.

1.2 Use of Credits. Credits issued hereunder may be applied against the SEPA Trail Land Fee for the Project and, to the extent the SEPA Trail Land Fee for the Project has been satisfied, any other SEPA Trail Land Fee obligation in SEPA. The fee credits issued hereunder may not be used against any other component of the SEPA Park and Trail Fee Program, including the Park Fee and the administrative and trail facilities components of the SEPA Trail Fee.

Section 2. Allowable Fee Credits

2.1 Credit Against SEPA Trail Land Fee. When, and as, SEPA Trail Land Fees are imposed for each building permit, the Developer shall be able to use fee credits, on a dollar for dollar basis, equal to sixty percent (60%) of the total SEPA Trail Land Fees to be paid for each building permit, excluding the administrative and trail facilities components of the SEPA Trail Fee, and the Developer shall not be required to pay such portion of the SEPA Trail Land Fees. Usage of fee credits by Developer at building permit shall serve to reduce the Credit Amount in an equivalent amount to the fee credits used. Once the Credit Amount is reduced to a zero dollar balance, Developer shall no longer be able to use fee credits at building permit, or at all. The City, in its sole discretion, may increase the percentage of fee credits available to be used by the Developer at building permit.

2.2 Remaining SEPA Trail Land Fee Payment. After applying sixty percent (60%) in Fee Credits to the SEPA Trail Land Fee, the Developer shall pay the remaining forty percent (40%) of SEPA Trail Land Fees for each building permit in cash, and such amount shall accrue to the SEPA Trail Land Fee program as a cash payment.

2.3 Exchange of Fee Credits for Cash. If, at the time Developer receives fee credits from the City hereunder, Developer has already obtained building permits for the Project and paid the SEPA Trail Land Fee without the application of any fee credits, the City may, in its sole discretion, provide developer cash in exchange for Developer’s fee credits, on a dollar for dollar basis, in an amount not to exceed sixty percent (60%) of the SEPA Trail Land Fees paid by Developer for the Project, excluding the trail facilities component and administrative component of the SEPA Trail Fee. Usage of fee credits by Developer pursuant to this Section 2.3 shall serve to reduce the Credit Amount in an equivalent amount to the fee credits used. Once the Credit Amount is reduced to a zero-dollar balance, Developer shall no longer be able to use fee credits at building permit, or

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3.1. Credit Reimbursement Preconditions. No credit reimbursement from the applicable fund(s) associated with the SEPA Trail Land Fee shall be made unless all of the following conditions, together with any other conditions set forth in this Agreement, have been met to the City's satisfaction:

- (a) City has given final approval to and has formally accepted the Land Dedication as complete (with reimbursement for a Land Dedication separately identified in the SEPA Trail Fee program being eligible for reimbursement on acceptance of such Land Dedication, notwithstanding the status of any other Land Dedication to be made by Developer).
- (b) Developer shall not be in default of any monetary obligation to the City, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to the City. City agrees that it shall invoice Developer, and provide reasonably necessary detailed documentation of the charges incurred, for all amounts due within sixty (60) days of such amount accruing ("City Invoice"). Developer shall then have thirty (30) days from its receipt of the City Invoice to accept or object to it ("Protest Period"), and should Developer fail to object within that time, Developer shall be deemed to have accepted the City Invoice and shall not be entitled to dispute such City Invoice. Developer shall pay City all amounts due, for which no objection has been raised within the Protest Period, within fifteen (15) business days following expiration of the Protest Period. Payment of such City Invoice shall be full and final satisfaction of the amounts due for work specified in such City Invoice, and City shall not have the right to increase or modify such amounts. Any amounts not paid by such date shall be deemed defaulted amounts. Upon receipt of any such written notice of default from City, Developer shall cure the identified default(s) within three (3) days after receipt of any such notice. If Developer fails to cure such default within such three (3) day period, City shall have the right to withhold such defaulted amounts from the reimbursement due to Developer hereunder and to use such reimbursement amount to satisfy the default. Payment in full of defaulted amounts from the reimbursement due to Developer hereunder shall be deemed full and final satisfaction for such amounts owed, and upon such collection of reimbursement funds by City, City waives all other remedies for such default. In the event City does not collect such defaulted amounts from reimbursement due Developer hereunder, City retains all other remedies, at law or in equity, for such default. In the event a timely objection to the City Invoice is made by Developer, City and Developer shall meet and confer for a period of at least thirty (30) days in an effort to

resolve any dispute between them and, if the dispute is not so resolved, either party may then resort to any remedy available to it at law or in equity.

- (c) Developer has not received reimbursement payments, including fee credits, from any other agency (including but not limited to the Sacramento Sewer District and the Sacramento County Water Agency) or other reimbursement programs, community facilities districts, or assessment districts for the Land Dedications listed in Exhibit B. If Developer has received other reimbursement such reimbursement shall be subtracted from the Credit Amount listed herein.
- (d) Developer has complied with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to competitively bidding the construction work and paying prevailing wages.

Section 4. Assignment of Fee Credits

Fee Credit Amounts to be issued to the Developer are personal to the Developer and shall not automatically run with the land or the subsequent purchasers of the Developer's property. The Developer may transfer or assign any or all of the Credit Amount associated with this Agreement by providing written notice to the City. Assigned Fee Credits shall be applicable to any SEPA Trail Land Fees within the SEPA, and shall be accepted by the City on a dollar-for-dollar basis in accordance with Section 2. Any portion of the Credit Amount transferred hereunder may only be used in accordance with the terms of this Agreement. The City has no obligation to provide cash reimbursement for any fee credits transferred to Subsequent Purchasers or Recipients of transferred Fee Credits. In order to utilize a portion of the Credit Amount as provided for herein, the Developer shall deliver an executed copy of a SEPA Trail Land Fee voucher (Voucher) to the City, or such other document or letter (Written Assignment) as may be acceptable to the City. The Voucher or Written Assignment shall notify the City of the Credit Amount that the Developer intends to transfer or assign. After receipt of such written request from the Developer and prior to issuance of building permits, the City shall reduce any SEPA Trail Land Fees that would normally be collected by the City for that development listed on the Voucher or Written Assignment in the amount stated in the Developer's Voucher or Written Assignment. Any SEPA Trail Land Fees not collected as a result of the receipt of such Voucher or Written Assignment from the Developer shall be deducted from the Developer's Credit Amount. In the absence of any such Voucher or Written Assignment of a portion or all of Developer's Credit Amount, a subsequent purchaser of any portion of the Developer's property shall have no rights to any Fee Credits or Credit Amount hereunder. This Agreement shall not automatically terminate on a lot-by-lot basis upon issuance of a certificate of occupancy for a dwelling unit on each applicable lot.

Section 5. Process and Procedures

The Developer's construction contracts, construction work, and requests for reimbursement relating to the Land Dedication shall be performed in conformance with the City's most current "Reimbursement Policies and Procedures for Privately Constructed Public Facilities" document which is available from the Development Services Department, and upon receipt and approval by the City of a request for payment in the form attached hereto as Exhibit C. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to competitively bidding the construction work and paying prevailing wages.

Section 6. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected through the SEPA Trail Land Fee. Neither the General Fund, nor any other fund of the City, except the applicable fund(s) associated with the SEPA Trail Land Fee (SEPA Trails (Fund 357)), shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 7. Final Credit Reimbursement Request

The Developer shall submit its final request for reimbursement ("Final Request") no later than two (2) years from the date of acceptance of the Land Dedication. Should no Final Request be received at the end of the two-year period Developer shall forfeit any right to any type of reimbursement. If multiple Land Dedications pursuant to this Agreement are conveyed at different times, the Final Request shall be submitted no later than two (2) years from the date of the last acceptance by the City. Reimbursement of the Final Request is subject to the payment preconditions pursuant to Sections 3 above. Once the amount of the Final Request has been reviewed and approved by the City and all Fee Credits have been assigned, no further reimbursement requests will be granted by the City and the remaining amount, if any, less the total amount of Fee Credits and reimbursements due, if any, will be considered unencumbered and cease to be a liability of the City as part of this Agreement.

Section 8. Acceptance of the Land Dedication

Once the Land Dedication is accepted by the City and no liens have been identified as attached to the Land Dedication, the Land Dedication automatically becomes the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Land Dedication.

Section 9. Liens, Claims, and Encumbrances

Prior to acceptance of the Land Dedication by the City, the Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on the Land Dedication, together with unconditional final releases from any and all contractors and material suppliers. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to issue any credits until the Developer has cleared any and all liens, claims and encumbrances from the Land Dedication and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 10. Indemnity

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from, the Land Dedication, except Liabilities arising from the sole active negligence, or willful misconduct of the City. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 11. No Third Party Beneficiary

The City and the Developer enter into no contract or agreement with any general contractor, subcontractor, or other party by entering into this Agreement; nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement; and the City shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to the plans and specifications for the Land Dedication.

Section 12. Notice

Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

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

With a copy to: City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: Development Services Department

Developer: Woodside 05N, LP
111 Woodmere Road, Suite 190
Folsom CA 95630
Attn: Mike Kitchell

Either party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

Section 13. Term

The term of this Agreement shall start as of the date first written above and shall remain in effect for a period of ten (10) years or until all the terms and conditions contained in this Agreement have been satisfied, whichever comes first.

Section 14. Captions

Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

Section 15. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 16. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 17. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

Section 18. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

Section 19. Construction and Interpretation

Developer and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair

opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first written above.


CITY OF ELK GROVE:

By: _____
Jason Behrmann, City Manager

ATTEST:

Jason Lindgren, City Clerk

APPROVED AS TO FORM:

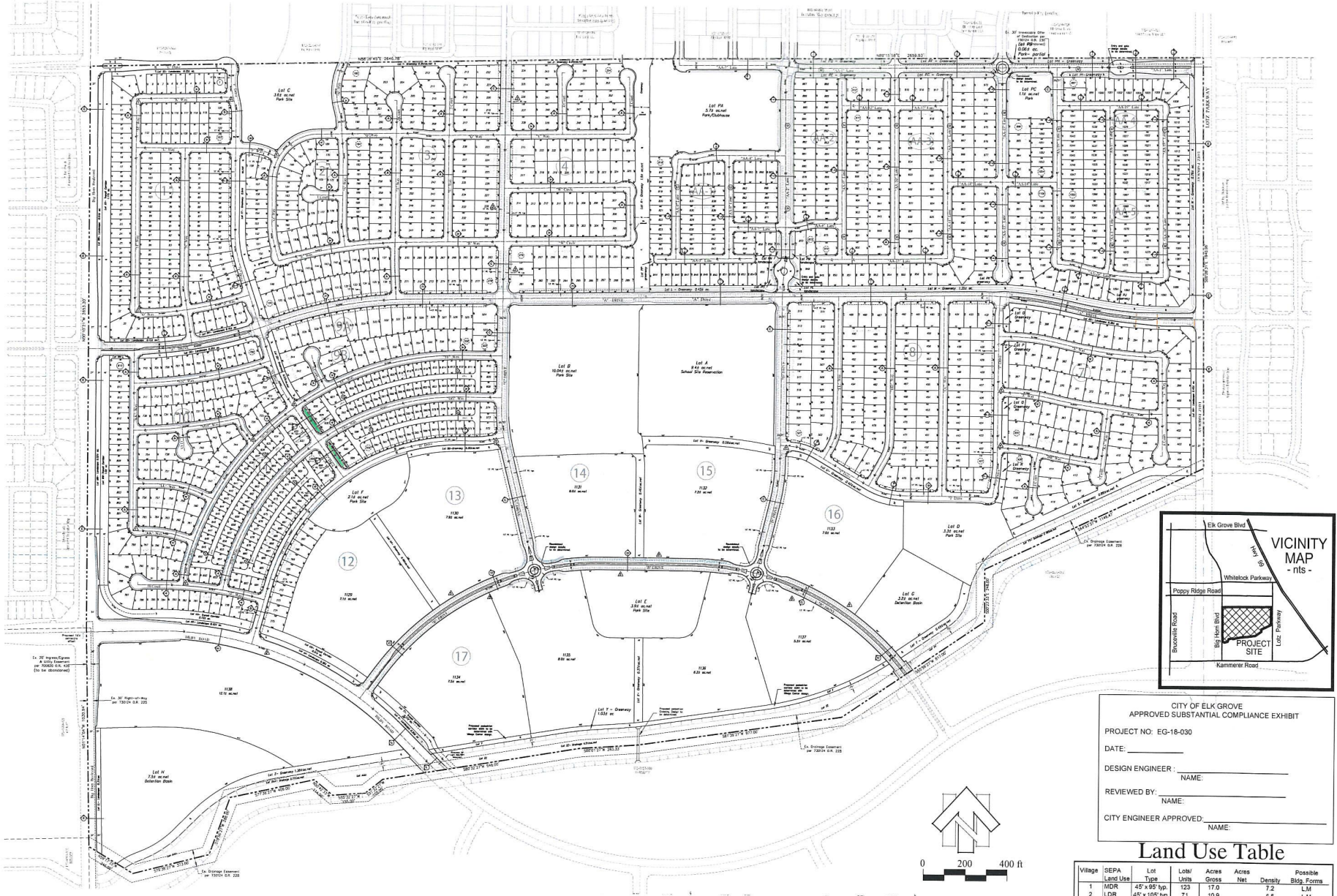


Jonathan Hobbs, City Attorney

DEVELOPER:
Woodside 05N, LP
a California limited partnership

By: Michael LaFortune
Name: Michael LaFortune
Title: Vice President, Land Acquisition and Development

EXHIBIT A
TRAIL LAND DEDICATION (MAPS)



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

Land Use Table

Village	SEPA Land Use	Lot Type	Lot Units	Acres Gross	Acres Net	Density	Possible Bldg. Forms
1	MDR	45' x 95' typ.	123	17.0		7.2	LM
2	LDR	45' x 105' typ.	71	10.9		6.5	LM

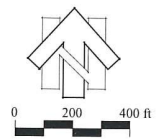


EXHIBIT B

FEE CREDITS TO BE ISSUED FOR LAND DEDICATION

Exhibit B

Southeast Policy Area		
Park and Trail Impact Fee Program		
Project:	<u>Souza Dairy</u>	<u>Acres</u>
	Portions of Trail ID 18	0.20
	Total	0.20

Trail Land:		
Number of Acres:		0.20
Estimated Value per Acre, Nexus Study 5/22/2019		\$ 150,000
Total Value		\$ 30,000
Inflation Cost Escalator (2020 average CCI, San Francisco and 20-City) =	2.30%	\$ 690
Adjusted SubTotal		\$ 30,690
Inflation Cost Escalator (2021 average CCI, San Francisco and 20-City) =	3.57%	\$ 1,096
Adjusted SubTotal		\$ 31,786
Inflation Cost Escalator (2022 average CCI, San Francisco and 20-City) =	8.89%	\$ 2,826
Adjusted SubTotal		\$ 34,611
Maximum Reimbursement Payment		\$ 34,611

EXHIBIT C

REIMBURSEMENT REQUEST FORM

City of Elk Grove

**Reimbursement for Dedication of Trail Land in SEPA
Request Form**

The undersigned (the “Developer”) hereby requests fee credits pursuant to the Reimbursement Agreement for Dedication of Trail Land in SEPA dated _____, 20__ (the “Agreement”), between the City of Elk Grove and the Developer, in the total amount of \$_____. (Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.) The fee credits requested are for Land Dedication(s) identified in Exhibits A and B to the Agreement that have been completed by the Developer or party designated for credits herein (the “Developer”) and are the subject of this request for fee credits, as more fully described in the Agreement.

In connection with this request for reimbursement, the undersigned hereby represents and warrants to the City as follows:

1. The person executing this request on behalf of the Developer is duly authorized to do so and is knowledgeable as to the matters set forth herein.
2. The Land Dedication described in the Agreement has been completed and accepted by the City. Developer conveyed to the City and vested in the City full, complete and clear title to the Land Dedication.
3. There has not been filed with or served upon the Developer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by operation of law.
4. The Developer is in compliance with the terms and provisions of any applicable acquisition agreement associated with the Land Dedication, for which reimbursement is sought.
5. The Developer or other constructing entity has not received any other reimbursement pursuant to Section 3.1(c) of the Agreement.
6. The Developer is not in default of any monetary obligation to the City, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to the City.
7. Payment should be made payable to:

and sent to: _____

at the following address: _____

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Date: _____

DEVELOPER:

_____, a California

By:

(Signature)

(Print Name)

(Title)