

## ORDINANCE NO. 28-2022

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO STATE CEQA GUIDELINES SECTION 15162 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE RICHLAND COMMUNITIES LAGUNA RIDGE DEVELOPMENT AGREEMENT (PLNG22-048)

**WHEREAS**, the Development Services Department of the City of Elk Grove (the “City”) received an application on August 4, 2022, from Melinda S. Backer Revocable Trust, K&J Backer Family Trust, and the Fred W. Broadbent and Tamara J. Broadbent Revocable Trust (the “Applicants”) for the First Amendment to the Richland Communities Laguna Ridge Development Agreement Project (PLNG22-048) (the “Project”); and

**WHEREAS**, the proposed Project is located on real property in the incorporated portions of the City more particularly described as APNs: 132-0050-020, -024, -057, -065, -066, -0141, -149, -155, -173, and -174 (Approved DA); and 132-0050-168 (First Amendment); and

**WHEREAS**, the Development Services Department considered the Project request pursuant to the Elk Grove General Plan, the Elk Grove Municipal Code (EGMC) Title 23 (Zoning), Title 22 (Land Development), the Laguna Ridge Specific Plan (LRSP), and all other applicable state and local regulations; and

**WHEREAS**, the Planning Commission of the City (the “Planning Commission”) held a duly-noticed public hearing on September 1, 2022, as required by law to consider all of the information presented by staff, information presented by the Applicants, and public testimony presented in writing and at the meeting and voted 5-0 to recommend approval of the First Amendment to the Development Agreement by the City Council; and

**WHEREAS**, the City Council held a duly-noticed public hearing on September 28, 2022, as required by law to consider all of the information presented by staff, property owners, and public testimony presented at the meeting concerning the First Amendment to the Richland Communities Laguna Ridge Development Agreement.

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

#### Section 1: Purpose

The purpose of this Ordinance is to approve the First Amendment to the Richland Communities Laguna Ridge Development Agreement attached as Exhibit A and incorporated by reference, to add the Madeira South Subdivision, Phases 6 and 7 to the area covered by the Development Agreement, thereby extending the expiration of the formerly approved Tentative Subdivision Map to June 1, 2027, concurrent with the other TSMs covered by the original Development Agreement.

#### Section 2: Findings

This Ordinance is adopted based upon the following findings:

#### **California Environmental Quality Act (CEQA)**

Finding: No further environmental review is required under the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations).

Evidence: CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

No further environmental review is required under CEQA pursuant to State CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations). State CEQA Guidelines Section 15162 provides that when an EIR has been certified for an adopted project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, that one or more of the following exists:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with exercise of reasonable diligence at the time of the previous EIR was certified as complete shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous EIR;
  - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR.
  - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

In 2003, the City Council certified an EIR for the Laguna Ridge Specific Plan (LRSP, State Clearinghouse No. 2000082139). The LRSP EIR analyzed full buildout of LRSP based upon the land plan, development standards, and policies contained in the General Plan and LRSP, as well as the improvements identified in the accompanying infrastructure master plans. The build out of the Tentative Subdivision Maps (TSMs) covered by the proposed First Amendment to the Development Agreement DA will continue to be subject to the LRSP Mitigation, Monitoring and Reporting Program (MMRP).

The DA will result in extensions to Phases 6 and 7 of the Madeira South TSM that was previously approved and found to be consistent with the LRSP EIR. Approval of the First Amendment to the DA will not result in any increase to the density or intensity of the approved projects. Furthermore, all covered TSMs will continue to be subject to all approved conditions of approval. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the LRSP EIR. No other special circumstances exist that would create a reasonable possibility that the Project will have a significant adverse effect on the environment. Therefore, the prior LRSP EIR is sufficient to support the proposed action and, pursuant to State CEQA Guidelines Section 15162, no further environmental review is required.

## **Development Agreement**

Finding #1: The First Amendment to the Development Agreement is consistent with the General Plan objectives, policies, land uses, and implementation programs and the LRSP.

Evidence #1: The First Amendment to the DA will allow the additional TSMs covered by the amended DA to be constructed pursuant to their respective approvals and subject to the associated conditions of approval. The covered TSM approvals were found to be consistent with the General Plan and LRSP land use designations at the time of their approval. Specifically in relation to the LRSP, the Project area includes a mix of single-family residential zoning districts (RD-4, RD-5, RD-7, and RD-8), and public/open space districts (Parks/Parkway, Schools, and Water Treatment Facility). There will be no changes to the intensity or density of development that was approved under these TSMs and the development of all subdivisions associated with the DA will continue to comply with the development anticipated in these LRSP zoning districts. Furthermore, development of these subdivisions will have to meet all obligations related to infrastructure and other public facilities.

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

Evidence #2: The First Amendment to the DA will allow the associated residential subdivisions to be built out consistent with the General Plan and LRSP land use designations. Build-out of these subdivisions must still comply with the associated conditions of approval and all obligations related to infrastructure and public facilities must still be met.

Finding #3: The First Amendment to the DA will promote the orderly development of property or the preservation of property values.

Evidence #3: The First Amendment to the DA will promote the orderly development of property and the preservation of property values in that it will not modify the underlying land uses and will require all necessary infrastructure improvements. The First Amendment to the DA would allow the Project site to develop consistent with the General Plan and LRSP.

### Section 3: Action

The City Council hereby approves the First Amendment to the Richland Communities Laguna Ridge Development Agreement attached hereto as Exhibit A and incorporated herein by reference and authorizes the City Manager to execute the Development Agreement in substantially the form attached, all subject to approval as to form by the City Attorney.

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

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

### Section 5: Severability

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

### Section 6: Savings Clause

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

### Section 7: Effective Date and Publication

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

**ORDINANCE:**       **28-2022**  
INTRODUCED:       September 28, 2022  
ADOPTED:           October 12, 2022  
EFFECTIVE:         November 11, 2022




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

ATTEST:

  
JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

  
JONATHAN P. HOBBS,  
CITY ATTORNEY

Date signed: October 13, 2022

**EXHIBIT A**

OFFICIAL CITY BUSINESS  
NO Recording fee  
Government Code Section 6103

RECORDING REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

Richland Planned Communities  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Legal Dept.

Beazer Homes Holdings  
2710 Gateway Oaks Dr. Ste 190-N  
Sacramento, CA 95833  
Attn: Legal Dept.

The Backer Trusts  
10410 Sheldon Road  
Elk Grove, CA 95624  
Attn: Melinda Backer

Space Above This Line for Recorder's Use  
(Exempt from Recording Fees per Gov't Code § 6103)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE CITY OF ELK GROVE,**

**RICHLAND PLANNED COMMUNITIES, INC.,**

**BEAZER HOMES HOLDINGS, LLC,**

**AND**

**THE BACKER TRUSTS**

\_\_\_\_\_, 2022

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is entered into by the CITY OF ELK GROVE (“City”) on the one hand, and RICHLAND PLANNED COMMUNITIES, INC., a California corporation (“Richland”), BEAZER HOMES HOLDINGS, LLC, a Delaware limited liability company (“Beazer”), and MELINDA S. BACKER, AS TRUSTEE OF THE MELINDA S. BACKER REVOCABLE TRUST, ESTABLISHED AUGUST 21, 1998 (“M.S. Backer Trust”), KEVIN H. BACKER, AS TRUSTEE OF THE K & J BACKER FAMILY TRUST, ESTABLISHED MAY 7, 2008 (“K & J Backer Trust”) AND TAMARA J. BROADBENT, AS TRUSTEE OF THE FRED W. BROADBENT AND TAMARA J. BROADBENT REVOCABLE TRUST OF 2005, ESTABLISHED AUGUST 30, 2005 (“Broadbent Trust” and, together with the M.S. Backer Trust and the K & J Backer Trust, the “Backer Trusts”) (collectively “Developers” and individually “Developer”), on the other hand. City and Developers each may be referred to herein individually as a “Party” and collectively may be referred to as the “Parties.”

### **RECITALS**

A. The City, Richland and Beazer, entered into that certain Development Agreement on or about July 26, 2022 (“Agreement”). Any capitalized terms not herein defined shall be as defined in the Agreement.

B. The Parties desire to enter into this First Amendment to modify certain terms and provisions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

### **TERMS AND CONDITIONS**

1. The Backer Trusts are hereby included as a Party to the Agreement and as part of the defined term "Developer."

2. Recital paragraphs D and E are hereby deleted in their entirety and replaced with the following:

D. In total, the Projects propose 1,405 single-family residential lots, school lots, park lots, parkway lots, detention basins, and landscape lots. The Projects are located on approximately ±315.29 acres of real property in the incorporated portion of the City and are individually described in the legal descriptions attached hereto as Exhibits 1A through 1F (referred to herein individually as a “Property” and collectively as the “Properties”).

E. Developers hereby represent and warrant that certain of Developers’ affiliates (the “Property Owners”) and the Backer Trusts hold legal, fee title interest

in the Properties, described in Exhibit 1, which properties collectively comprise approximately ±315.29 acres of land.

3. The definition of “Developers” as contained in Section 1.1 is hereby deleted in its entirety and replaced with the following:

“Developers” means Richland Planned Communities, Inc., a California corporation, Beazer Homes Holdings, LLC, a Delaware limited liability company, Melinda S. Backer, as Trustee of the Melinda S. Backer Revocable Trust, established August 21, 1998, Kevin H. Backer, as Trustee of the K & J Backer Family Trust, established May 7, 2008, and Tamara J. Broadbent, as Trustee of the Fred W. Broadbent and Tamara J. Broadbent Revocable Trust of 2005, established August 30, 2005, and also where specified in this Agreement, Successor(s) to all or any part of the Properties. The singular term “Developer” shall mean any of the Developers, as indicated by the context of this Agreement.

4. The definition of “Properties” as contained in Section 1.1 is hereby deleted in its’ entirety and replaced with the following:

“Properties” means the real property described in Exhibits 1A through 1F.

5. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Title to Properties. Developers hereby represent and warrant that legal, fee title interest in the Properties is vested in the Property Owners and the Backer Trusts.

6. The following is added to notices required to be given to Developers pursuant to Section 12.3:

The Backer Trusts  
10410 Sheldon Road  
Elk Grove, CA 95624  
Attn: Melinda Backer

7. Exhibit 1F of this Amendment is hereby added as a new Exhibit 1F to the Agreement.

8. Exhibit 3 of the Agreement is hereby amended and restated in its entirety to read as set forth in Exhibit 3 of this Amendment.

9. Section 12.16 is hereby amended by adding the following item to the list of Exhibit 1 Legal Descriptions:

F: Legal Description for the Backer Trusts Property.

10. Developers, and each of them, acknowledge that under the Development Agreement Law, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may



not be constrained by contract. Developers, and each of them, therefore, waive all claims for damages against the City in the event that this First Amendment is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions or deletions to which Developers, or either of them, are opposed. Developers further acknowledge that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developers, and each of them, waive all claims for monetary damages against the City in this regard. Notwithstanding anything in the Agreement or this First Amendment to the contrary, the Parties acknowledge that the City would not have entered into this First Amendment had it been exposed to liability for monetary damages from Developers, or either of them, and that therefore, Developers, and each of them, hereby waive any and all claims for monetary damages against the City for breach or default of this First Amendment. Nothing in this section is intended to nor does it limit Developers' or the City's rights to equitable remedies as permitted by law, such as injunctive and/or declaratory relief, provided that the applicable Developer(s) waive any claims to monetary damages in conjunction with any such requested relief.

11. The Parties represent and warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this First Amendment, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this First Amendment. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this First Amendment, each Developer shall, severally but not jointly, defend, indemnify, and hold harmless City for such Developer's actions in accordance with Section 10 of the Agreement.

12. The Parties represent and warrant that the persons signing this First Amendment are duly authorized to enter into and execute this First Amendment on behalf of their respective principals.

13. The undersigned Property Owners hereby consent to the terms of this First Amendment and agree to have the Properties bound by the terms hereof.

14. The Agreement and this First Amendment constitute the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties and the Property Owners have executed this First Amendment as of the dates below.

**DEVELOPERS:**

Richland Planned Communities, Inc.,  
a California corporation

By: Mike Byer  
Name: Mike Byer  
Title: Vice President  
Date: 9/19/22

Beazer Homes Holdings, LLC,  
a Delaware limited liability company.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*(Remainder of page intentionally left blank. Developer signatures continued on next page.)*

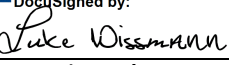
IN WITNESS WHEREOF, the Parties and the Property Owners have executed this First Amendment as of the dates below.

**DEVELOPERS:**

Richland Planned Communities, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

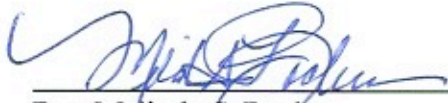
Beazer Homes Holdings, LLC,  
a Delaware limited liability company.

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Luke Wissmann  
Title: Division President  
Date: 9/21/2022

*(Remainder of page intentionally left blank. Developer signatures continued on next page.)*

**DEVELOPERS (continued):**

Melinda S. Backer, as Trustee of the Melinda S. Backer Revocable Trust, established August 21, 1998, as to Undivided One-Third (1/3) Interest, as a Tenant In Common



---

By: Melinda S. Backer  
Its: Trustee

Kevin H. Backer, As Trustee of the K & J Backer Family Trust, established May 7, 2008, as to Undivided One-Third (1/3) Interest, as a Tenant In Common



---

By: Kevin H. Backer  
Its: Trustee

Tamara J. Broadbent, as Trustee of the Fred W. Broadbent and Tamara J. Broadbent Revocable Trust of 2005, established August 30, 2005, as to Undivided One-Third (1/3) Interest, as a Tenant In Common

---

By: Tamara J. Broadbent  
Its: Trustee

*(Remainder of page intentionally left blank. Property Owners signatures on next page.)*



**DEVELOPERS (continued):**

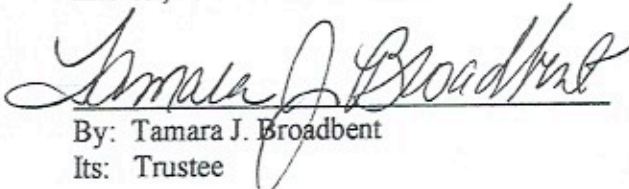
Melinda S. Backer, as Trustee of the Melinda S. Backer Revocable Trust, established August 21, 1998, as to Undivided One-Third (1/3) Interest, as a Tenant In Common

\_\_\_\_\_  
By: Melinda S. Backer  
Its: Trustee

Kevin H. Backer, As Trustee of the K & J Backer Family Trust, established May 7, 2008, as to Undivided One-Third (1/3) Interest, as a Tenant In Common

\_\_\_\_\_  
By: Kevin H. Backer  
Its: Trustee


Tamara J. Broadbent, as Trustee of the Fred W. Broadbent and Tamara J. Broadbent Revocable Trust of 2005, established August 30, 2005, as to Undivided One-Third (1/3) Interest, as a Tenant In Common

  
\_\_\_\_\_  
By: Tamara J. Broadbent  
Its: Trustee


*(Remainder of page intentionally left blank. Property Owners signatures on next page.)*

**PROPERTY OWNERS:**

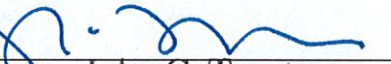
WSI Poppy Ridge, LLC,  
a Delaware limited liability company

By:   
Name: John C. Troutman  
Title: Vice President

Legacy Land Partners, LLC,  
a Florida limited liability company

By:   
Name: John C. Troutman  
Title: Vice President

Trilogy Land Holdings, LLC,  
a Florida limited liability company

By:   
Name: John C. Troutman  
Title: Vice President

KLLB AIV LLC,  
A Delaware Limited Liability Company

By: \_\_\_\_\_  
Name: Ryan Mott  
Title: Authorized Signatory

<p><b>CITY OF ELK GROVE</b></p> <p>By: _____ Name: Jason Behrmann Title: City Manager Date: _____</p>	<p><b>ATTEST:</b></p> <p>By: _____ Name: Jason Lindgren Title: City Clerk</p>
<p><b>APPROVED AS TO FORM:</b></p> <p>By: _____ Name: Jonathan P. Hobbs Title: City Attorney</p>	



**PROPERTY OWNERS:**

WSI Poppy Ridge, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Legacy Land Partners, LLC,  
a Florida limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trilogy Land Holdings, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KLLB AIV LLC,  
A Delaware Limited Liability Company

By: \_\_\_\_\_  
Name: Ryan Mott  
Title: Authorized Signatory

<p><b>CITY OF ELK GROVE</b></p> <p>By: _____ Name: Jason Behrmann Title: City Manager Date:</p>	<p>ATTEST:</p> <p>By: _____ Name: Jason Lindgren Title: City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By:  Name: Jonathan P. Hobbs Title: City Attorney</p>	

LEGAL DESCRIPTION

**Owner:** MELINDA S. BACKER, AS TRUSTEE OF THE MELINDA S. BACKER REVOCABLE TRUST, ESTABLISHED AUGUST 21, 1998, KEVIN H. BACKER, AS TRUSTEE OF THE K & J BACKER FAMILY TRUST, ESTABLISHED MAY 7, 2008 AND TAMARA J. BROADBENT, AS TRUSTEE OF THE FRED W. BROADBENT AND TAMARA J. BROADBENT REVOCABLE TRUST OF 2005, ESTABLISHED AUGUST 30, 2005, EACH AS TO AN UNDIVIDED ONE-THIRD (1/3) INTEREST, AS TENANTS IN COMMON

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

ALL THAT REAL PROPERTY SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF RESULTANT PARCEL 7B AS DESCRIBED AND SO DESIGNATED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 20, 2016 IN BOOK 20160920 OF OFFICIAL RECORDS, AT PAGE 1560, SACRAMENTO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID RESULTANT PARCEL 7B; THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID RESULTANT PARCEL 7B, THE FOLLOWING NINE (10) ARCS, COURSES AND DISTANCES:

- 1) NORTH 00°14'12" EAST, A DISTANCE OF 164.76 FEET;
- 2) SOUTH 89°45'48" EAST, A DISTANCE OF 17.74 FEET;
- 3) NORTH 01°00'47" EAST, A DISTANCE OF 40.00 FEET;
- 4) FROM A RADIAL LINE WHICH BEARS SOUTH 00°14'12" WEST, ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET, NORTHWESTERLY 31.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
- 5) NORTH 00°14'12" EAST, A DISTANCE OF 170.00 FEET;
- 6) ALONG A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, NORTHEASTERLY 31.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
- 7) NORTH 00°14'12" EAST, A DISTANCE OF 20.00 FEET;
- 8) SOUTH 89°45'48" EAST, A DISTANCE OF 43.77 FEET;
- 9) NORTH 00°14'12" EAST, A DISTANCE OF 125.00 FEET;
- 10) ALONG THAT CERTAIN LINE SEGMENT, AND THE EASTERLY PROJECTION THEREOF, DESCRIBED IN SAID BOUNDARY LINE ADJUSTMENT AS BEARING "NORTH 89°45'48" WEST, A DISTANCE OF 37.40 FEET", INTO SAID RESULTANT PARCEL 7B, SOUTH 89°45'48" EAST, A DISTANCE OF 549.25 FEET;

THENCE CONTINUING THROUGH SAID RESULTANT PARCEL 7B, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 84°32'47" EAST, A DISTANCE OF 40.00 FEET;
- 2) NORTH 05°27'13" EAST, A DISTANCE OF 34.56 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE SOUTH LINE OF RESULTANT PARCEL 8 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED ON MARCH 5, 2008 IN BOOK 20080305 OF OFFICIAL RECORDS, AT PAGE 1365, SACRAMENTO COUNTY RECORDS;

THENCE ALONG SAID WESTERLY PROJECTION AND SOUTH LINE, RESPECTIVELY, SOUTH 89°45'48" EAST, A DISTANCE OF 682.77 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF THE LANDS DESCRIBED



IN THAT CERTAIN GRANT DEED RECORDED IN BOOK 20170519 OF OFFICIAL RECORDS, AT PAGE 0495, SACRAMENTO COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

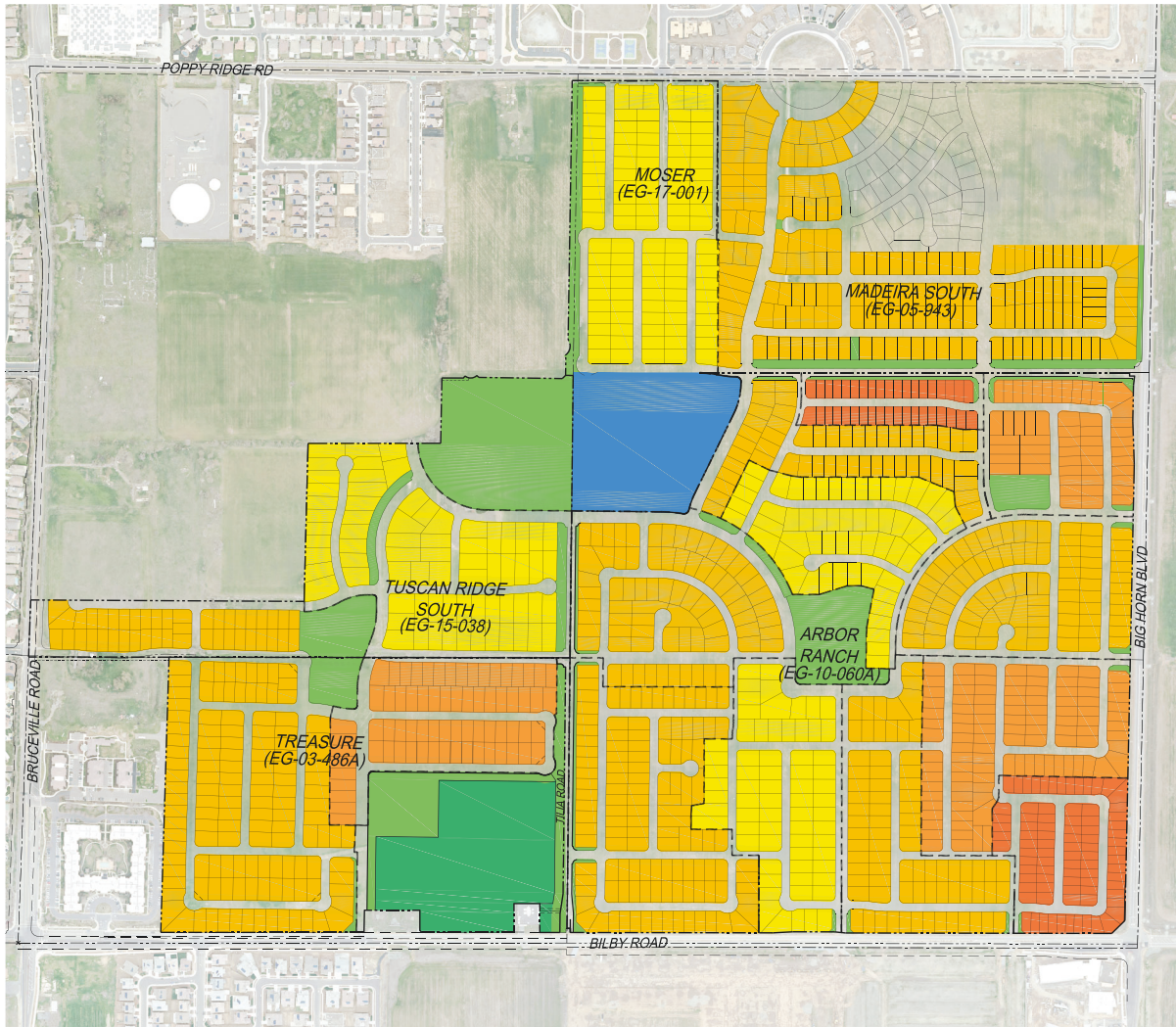
- 1) SOUTH 01°22'43" WEST, A DISTANCE OF 537.89 FEET;
- 2) SOUTH 07°00'17" WEST, A DISTANCE OF 49.08 FEET;
- 3) NORTH 89°45'50" WEST, A DISTANCE OF 25.60;
- 4) SOUTH 00°14'10" WEST, A DISTANCE OF 4.00 FEET TO THE MOST SOUTHEASTERLY LINE OF SAID RESULTANT PARCEL 7B, ALSO BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LANDS;

THENCE ALONG THE SOUTH LINE OF SAID RESULTANT PARCEL 7B, NORTH 89°45'50" WEST, A DISTANCE OF 1,294.93 FEET TO THE POINT OF BEGINNING;

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT AS RESULTANT PARCEL 1, CERTIFICATE NO. LLA20-001, RECORDED APRIL 30, 2020, AS BOOK 20200430, PAGE 0967 OF OFFICIAL RECORDS.

APN: 132-0050-168-0000

# Exhibit 3 - Project Site Plan

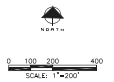


**LEGEND**

- RD-4 ZONING
- RD-5 ZONING
- RD-7 ZONING
- RD-10 ZONING

- PARK/LANDSCAPE/PARKWAY
- BASIN
- SCHOOL

NOTE: PORTIONS OF THE TREASURE AND ARBOR RANCH LAND PLANS AS SHOWN HAVE BEEN MODIFIED FROM THE APPROVED TENTATIVE MAP



SHEET 1 OF 1

**LAGUNA RIDGE SOUTH**  
SITE PLAN  
EXHIBIT

CITY OF ELK GROVE CALIFORNIA

**Mackay & Soms**  
CITY ENGINEER

DATE	BY	REVISION

**CERTIFICATION  
ELK GROVE CITY COUNCIL ORDINANCE NO. 28-2022**

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

***I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing ordinance, published and posted in compliance with State law, was duly introduced on September 28, 2022, and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on October 12, 2022, by the following vote:***

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

**NOES:           COUNCILMEMBERS: None**

**ABSTAIN:       COUNCILMEMBERS: None**

**ABSENT:        COUNCILMEMBERS: None**

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

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