



**Sacramento County
Donna Allred, Clerk/Recorder**

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Clerk

Doc #	202104061055	Fees	\$0.00
4/6/2021	12:24:42 PM	Taxes	\$0.00
JLJ		PCOR	\$0.00
Titles	1	Paid	\$0.00
Pages	19		

fee waiver GC 6103

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

**AFFORDABLE HOUSING PLAN AGREEMENT
FOR THE RANCH PROJECT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA, AND
K. HOVNANIAN AT JAEGER RANCH, LLC**

THIS AFFORDABLE HOUSING PLAN AGREEMENT (“AHP” or “Agreement”), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA (“City”) and K. HOVNANIAN AT JAEGER RANCH, LLC, a California limited liability company (“Landowner”), as of January 6, 2020 (the “Effective Date”). City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner’s successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the “Property”) within the The Ranch Special Planning Area.

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the

responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 (“Housing Element”) states that all large-scale development in the City’s undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

WHEREAS, Policy H.1.5 of the Housing Element states that “[d]evelopers of new residential projects within the newly developing areas of the city (generally in the large, vacant areas south of Highways 50) shall prepare an Affordable Housing Plan for the project for City review and approval that identifies the project’s plan for providing affordable housing;” and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan (“AHP”) “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement,” and “[i]n order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...;” and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received its allocation from SACOG of the projected share of the Region’s total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family incomes categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning

capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within The Ranch Special Planning Area; and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property's fair share of the RHNA allocation and Affordable Housing Performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee (as defined below) per Market Rate Unit (as defined below) and per Active Adult Unit (as defined below) in The Ranch Special Planning Area will, when combined with the City's non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, State and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner's obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within The Ranch Special Planning Area. Any violation of Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section, unless otherwise defined in this Agreement. Any capitalized terms not defined herein shall have the meaning set forth in the Development Agreement ("DA") by and between Landowner and the City adopted by the City by Ordinance No. 4-2020 on January 21, 2020;

“AAU” or “Active Adult Units” shall mean those age restricted units approved for residential development within The Ranch Special Planning Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

“AHP” shall mean this Affordable Housing Plan Agreement, entered into between the City and Landowner and approved by Resolution No. 6-2020, on January 6, 2020.

“Affordable Housing In Lieu Fee” is the fee payable pursuant to this AHP, in the amount of Four Thousand Eight Hundred Dollars (\$4,800) per MRU and Three Thousand Eight Hundred Eight Dollars (\$3,808) per AAU, and as may be adjusted as allowed by Section 2.2 of this AHP.

“Affordable Units” shall mean those units (whether single family or multi- family and regardless of density) designated by the City to be affordable under the provision of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development (“HCD”) (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

“HD” shall refer to the acreage designated in The Ranch Special Planning Area for development at or above an average density of 26 units per acre.

“MRU” or “Market Rate units” shall mean those units approved for residential development (whether single family or multi- family, and regardless of density) within The Ranch Special Planning Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

“The Ranch Special Planning Area” shall mean the entire property included within The Ranch Special Plan, approved by the City on January 21, 2020, by Ordinance No. 3-2020.

“RHNA Acreage” shall mean those sites identified on Exhibit 3 to this AHP, which are designated in The Ranch Special Planning Area for high-density development at no less than 26 units per acre.

AGREEMENT

1. **Property Subject to this Affordable Housing Plan.** Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property.

2. **Payment of Affordable Housing In Lieu Fee.** The Affordable Housing In Lieu Fee shall be paid on all MRU and AAU (both single family and multi-family). The Affordable Housing in Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.
 - 2.1. **Exemptions.** No Affordable Housing In Lieu Fee shall be required to be paid for any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.

 - 2.2. **Increases to Affordable Housing In Lieu Fee.** The Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Records (ENR), averaged with the ENR's index of the City of San Francisco between October and October of each year.

3. **Regional Housing Needs Allocation for The Ranch Special Planning Area.** Based on the RHNA, City has designated 7.14 acres within The Ranch Special Planning Area for high density development, and City has identified the RHNA Acreage as the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:
 - 3.1. **No Net Loss.** California Government Code Section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage following findings in writing

supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Elements are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

3.2. **Review of RHNA Acreage.** The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for The Ranch Special Planning Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which results in amendments to policy and statute. In order to be more responsive to future conditions in The Ranch Special Planning Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584.

4. **Affordable Housing Performance Requirements.** Landowner has identified the location and acreage of one (1) site (the "Identified Site"), as shown in Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will dedicate to City for compensation as set forth below, the Identified Site as follows:

4.1. **Identified Site for Affordable Units.**

4.1.1. **Total Acreage.** The Identified Site within the Property will result in 7.14 acres of HD to be dedicated by Landowner to the City. The Identified Site is depicted on Exhibit 4.

4.1.2. **Timing and Manner of Acquisition.** Landowner shall dedicate to the City the Identified Site no later than one hundred eighty (180) days after the completion of the frontage improvements and utility stubs for the Identified Site. The frontage improvements and utility stubs for the Identified Site shall be constructed with the first phase of the Chrysanthy road construction.

4.1.3. **Compensation to Landowner.** Landowner shall be paid an amount equal to Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) for the dedication to the City of the Identified Site through the application of credits to any exactions owed on remaining undeveloped units within The Ranch Special Planning Area. City and Landowner will enter into an

appropriate agreement memorializing the application of the credits prior to the dedication of the Identified Site to the City.

4.1.4. **Obligations of Landowner with Respect to Improvements for Identified Site.** City acknowledges and agrees that Landowner is not required to construct Affordable Units on the Identified Site. City further acknowledges and agrees that Landowner shall only be required to construct frontage improvements and utility stubs for the Identified Site.

4.1.5. **Construction of Affordable Units on the Identified Site.** City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the Identified Site. The design, landscaping, materials, and all other pertinent development standards contained in The Ranch Special Plan Development standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2. **Other Options for Meeting Obligations Under the AHP.** The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. **Term, Amendment and Termination.**

5.1. **Term.** The term of this AHP shall extend and be equal to the term of the DA, but the requirements applicable to any MRU and AAU shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4. Notwithstanding anything to the contrary in this AHP, the encumbrance of this AHP shall terminate and be of no further force and effect with respect to any completed residence, upon the sale of such residence to a member of the general public. In such events, such portions of the Property shall be deemed automatically released from the encumbrance of this AHP, without signing or recording any instrument of release.

5.2. **Amendment by Mutual Consent.** This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

- 5.3. **Termination.** This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.
6. **Breach.** This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to a violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the Development Agreement (Ordinance number 4-2020, Sections 14 and 14.1 through 14.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.
7. **Severability.** If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.
8. **Applicable Law.** California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
9. **Attorneys' Fees and Costs in Legal Actions by Parties to The Agreement.** Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.
10. **Agreement Runs With The Land.** Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable

as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Except as otherwise provided in Section 5.1 of this AHP, each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. **Indemnification.** Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Landowner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives.

12. **Cooperation In The Event of Legal Challenge to This AHP.** In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:
 - 12.1. The City and Landowner agree to reasonably cooperate in defending against the action or proceeding.

 - 12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.

 - 12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

13. **Third Party Beneficiaries.** This AHP is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.
14. **Notices.** All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

City of Rancho Cordova
Community Development Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: (916) 851-8762
E-mail: esparkman@cityofranhocordova.org

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

K. Hovnanian at Jaeger Ranch, LLC.
Attn: Kevin Kimball, Region President
3721 Douglas Boulevard, Suite 150
Roseville, CA 95661
Phone: 916-945-5500
Fax : 916-923-3467
E-mail: kkimball@KHov.com

Either party may change the address stated herein by giving notice in writing to the other party and, thereafter, notices shall be addressed and transmitted to the new address.

15. **Assignment And Release.** From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner has paid City any and all fees or amounts that City has reasonably determined to be due and owing to City arising out of this AHP for processing of any entitlements for the Property, or the development of the portion of the Property to be assigned due and owing as of the date of such assignment, and

(2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such assignment in the form reasonably approved by the City. Upon the payment of such fees or amounts due and owing (which shall be acknowledged on the assignment by the City Community Development Director upon the request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. **Form Of Agreement; Recordation; Exhibits.** City will record this AHP and any subsequent amendment to this AHP, with the County Recorder within thirty (30) days of the Effective Date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of 13 pages and 4 exhibits, which constitute the entire understanding and agreement of the parties.
17. **Housing Trust Development Impact Fee.** Nothing in this AHP shall be construed to limit the application of the Housing Trust Development Impact Fee, a current city-wide non-residential affordable housing fee.
18. **Recitals.** The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 6-2020, adopted by the Council of the City on this 6th day of January 2020, and Landowner has caused this AHP to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

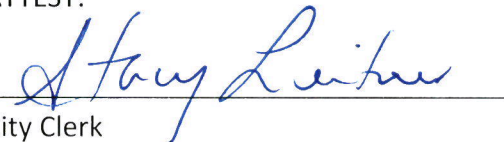
By: 

Name: Cyrus Abhar

Its: City Manager

Date: April 1, 2021

ATTEST:


City Clerk

APPROVED AS TO FORM:



Adam U. Lindgren

City Attorney

"LANDOWNER"

K HOVNANIAN AT JAEGER RANCH, LLC,
a California Limited Liability Company

By: 

Name: Kevin Kimball

Title: Region President

Date: MARCH 16, 2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

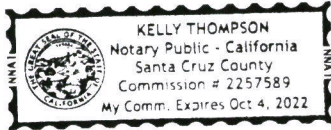
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 4/1/21 before me, Kelly Thompson, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cyrus Abbar
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Kelly Thompson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of PLACER _____)

On MARCH 16, 2021 before me, HAILEE S. DEVEY, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



EXHIBIT LIST

- Exhibit 1: Landowner's Property- legal Description
- Exhibit 2: Landowner's Property- Map
- Exhibit 3: RHNA Acreage
- Exhibit 4: Identified Site

EXHIBIT 1

Order No. 404-8829

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF RANCHO CORDOVA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 0 DEGREES 19 MINUTES 30 SECONDS WEST 4,358.66 FEET; THENCE NORTH 39 DEGREES 56 MINUTES 50 SECONDS EAST 5,290.23 FEET TO A POINT ON THE EAST LINE OF SAID SECTION AND IN AN OLD FENCE, THENCE ALONG SAID SECTION LINE AND SAID OLD FENCE SOUTH 0 DEGREES 30 MINUTES EAST 4,358.74 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16, AND AN OLD FENCE CORNER; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 5,303.44 FEET TO THE POINT OF BEGINNING.

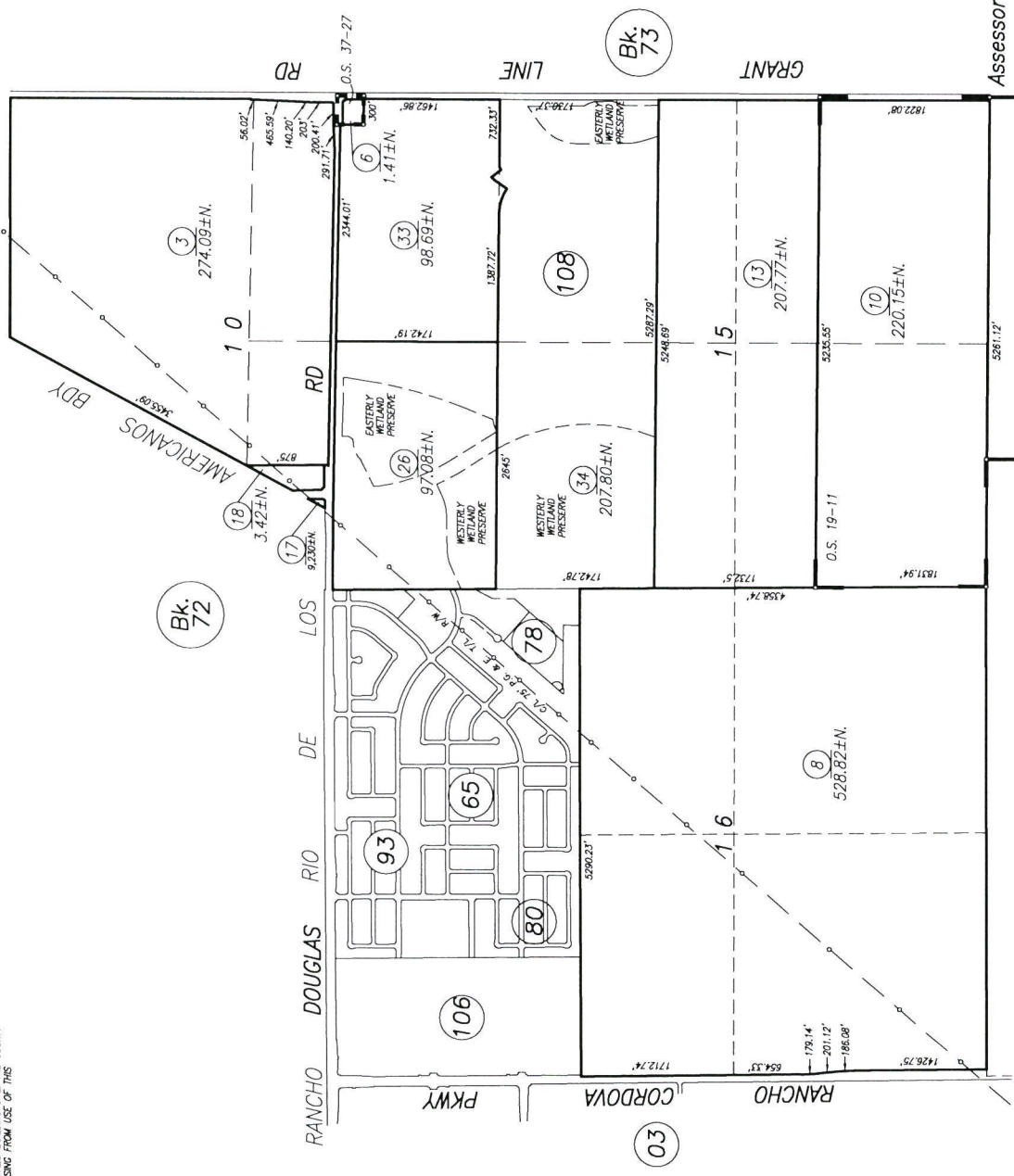
A.P.N. 067-0040-008

67-04



EXHIBIT 2 POR. T.8N., R.7E., M.D.B.& M.

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.



Bk. 72

Bk. 73

10

Assessor's Map Bk. 67 Pg. 004

County of Sacramento, Calif.

OCT 10TH, 2018

Official Survey O.S. Bk.37 Pg.27 (7-1-82)

Official Survey O.S. Bk.19 Pg.11

EXHIBIT 3

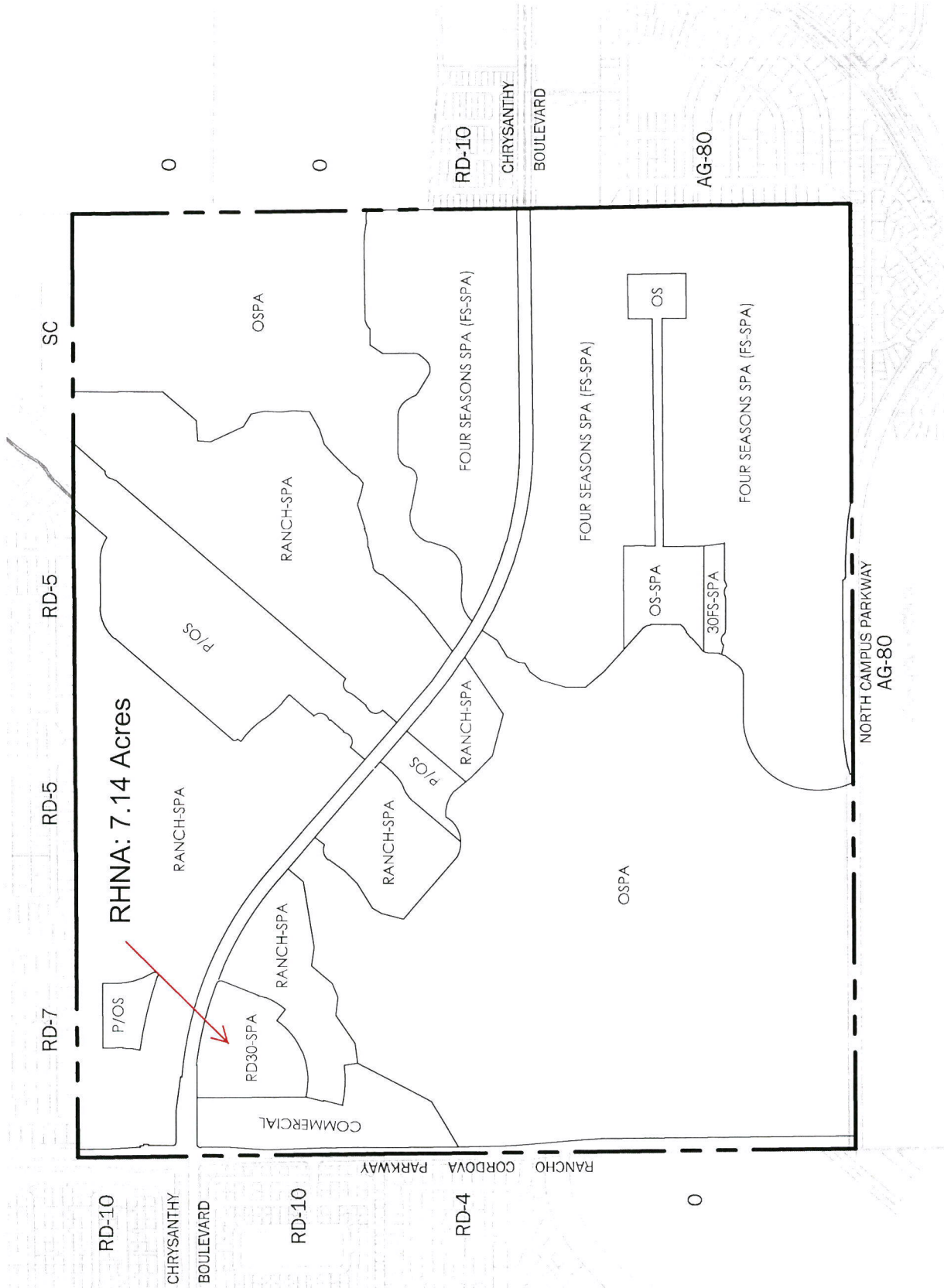
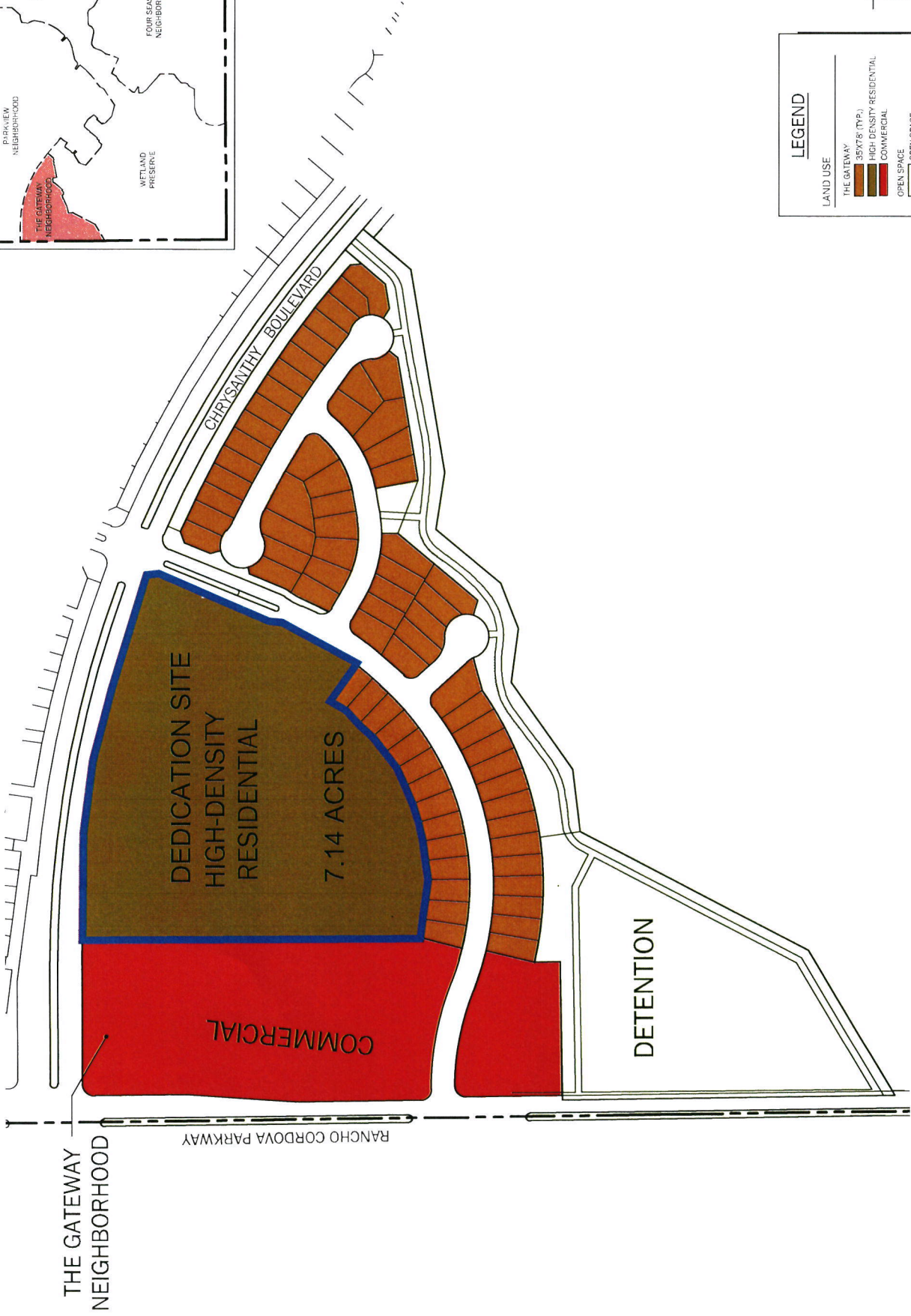
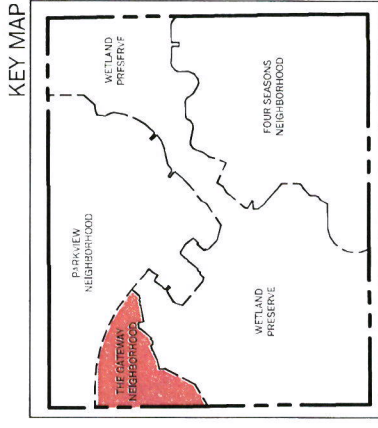


EXHIBIT 4



LEGEND

LAND USE

- THE GATEWAY
- 35X78' (TYP.)
- HIGH-DENSITY RESIDENTIAL
- COMMERCIAL
- OPEN SPACE
- OPEN SPACE

