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RECORDING REQUESTED BY AND
 WHEN RECORDED, MAIL TO:

MRN/66/1-25

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
 FOR THE RIO DEL ORO SPECIFIC PLAN
 BY AND BETWEEN
 THE CITY OF RANCHO CORDOVA, AND
 AEROJET ROCKETDYNE, INC.**

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 Aerojet Rocketdyne, Inc. an Ohio corporation ("Landowner"), as of September 19, 2016. 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 Rio Del Oro Specific Plan ("RDOSP").

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following policies 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 Highway 50) shall prepare an Affordable Housing Plan (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 “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, local governments are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received an 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 income 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 RDOSP area (“RDOSP 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 of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU in the RDOSP 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 RDOSP Area. Any violation by 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. Any capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Development ("ARDA") by and between Aerojet Rocketdyne, Inc and the City, adopted by the City by Ordinance No. 10-2016, on September 19, 2016;

"AHP" shall mean this Affordable Housing Plan Agreement, entered into between the City and Landowner and approved by Resolution No. 107-2016, on September 19, 2016;

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU, 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 provisions 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.

"ARDA" shall mean the Amended and Restated Development Agreement ("ARDA") by and between Aerojet Rocketdyne, Inc and the City, adopted by the City by Ordinance No. 10-2016, on September 19, 2016.

"HCD" shall mean the State of California, Department of Housing and Community Development (or any successor thereto).

"HD" shall refer to the acreage designated in the RDOSP for development at or above an average density of 26 units per acre.

"Housing Element" shall mean the Housing Element in effect as of the effective date of this AHP, which was adopted on December 16, 2013 by City Council Resolution No. 119-2013.

"Market Rate Units" ("MRU") shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within the

RDOSP Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

“Property” shall mean the 2,312-acre portion of the RDOSP Area owned by Landowner, located in the City of Rancho Cordova, County of Sacramento, and more particularly described in Exhibit 1 and depicted in Exhibit 2.

“RDOSP” shall mean the Rio del Oro Specific Plan, and all amendments thereto, whether approved before or after the date of this AHP.

“RDOSP Area” shall mean the entire property included within the Amended Rio del Oro Specific Plan, approved by the City on September 19, 2016, by Ordinance No. 9-2016.

“RHNA” shall mean the Regional Housing Needs Allocation adopted by the Sacramento Area Council of Governments on September 20, 2012 to cover the time period 2013-21.

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

“RHNP” shall mean the Regional Housing Needs Plan as established by SACOG on September 20, 2012 for the period 2013-21.

“SACOG” shall mean the Sacramento Area Council of Governments.

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. The remaining portion of the RDOSP Area shall also be subject to a separate AHP, entered into between the City and the owner of fee title to that other portion of the RDOSP Area. Landowner understands, and City represents, that City intends to impose similar terms and conditions related to affordable housing on all portions of the RDOSP Area.

2. **Payment of Affordable Housing In Lieu Fee.** All MRU (both single family and multi-family) shall pay an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU. 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 by 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 shall not be subject to increase during the “Incentive Period,” as that phrase is defined in the ARDA between the Parties. After the expiration of the Incentive Period, 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 Record (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 RDOSP Area.** Based on the RHNA, City has designated 98 acres within the RDOSP Area for high density development, and City has identified as "RHNA Acreage" 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 the 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 must be at or above a density of an average of 26 units per acre, unless the City can make the 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 Element 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 RDOSP 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 result in amendments to policy and statute. In order to be more responsive to future conditions in the RDOSP 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 no obligation to construct Affordable Units under this AHP, and is not required to reserve or dedicate any land for the construction of affordable housing. However, at the request of City, Landowner has identified locations and acreages of four (4) sites, which may be subdivided to create three-acre parcels in the future (the "Identified Sites"), as shown on Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will offer to City for compensation at fair market value (to be determined as set forth below) all or a portion of the Identified Sites as follows:

4.1 Identified Sites for Affordable Units.

4.1.1. **Total Acreage.** The Identified Sites within the Property will result in 12 acres of HD available for purchase by the City. The Identified Sites are depicted on Exhibit 4.

4.1.2. **Timing and Manner of Acquisition.** City shall have the option to purchase any three (3) acre parcel within an Identified Site(s) (the "Parcel"). Such option shall

be exercised no earlier than the date of approval of the small lot tentative subdivision map which includes the Identified Site(s), and no later than sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site. City shall exercise such option by delivering to Landowner a written purchase and sale agreement ("PSA"), executed by City as the buyer, along with a written appraisal of the Parcel substantiating the purchase price as set forth in the PSA. Said appraisal shall include the value of any improvements constructed or to be constructed by Landowner, including but not limited to the value of rough grading and stubbing for natural gas, water, storm drain, sewer, conduit for electrical and fiber, etc.). Landowner shall have ninety (90) days from the date of receipt of the PSA to either accept the offer by executing the PSA as the seller, or to make a written counteroffer to City. In the event City does not exercise its option within sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site(s), City's option to purchase the Identified Site(s) within the final small lot subdivision map shall terminate.

If Landowner's counteroffer includes a purchase price different from that included in the PSA, Landowner shall include in its counteroffer a second written appraisal substantiating Landowner's proposed purchase price. Landowner and City shall meet and confer, in good faith, to resolve any differences between City's PSA and Landowner's counteroffer. If, within fifteen (15) days after presentation of Landowner's counteroffer to City, the Parties cannot agree on a purchase price and execute a final PSA, City and Landowner shall, within an additional fifteen (15) days, agree on and retain a third appraiser who shall decide the purchase price within thirty (30) days after such appraiser is engaged, with the costs of this determination to be shared equally by the Parties. The purchase price decided by the third appraiser shall not be less than the purchase price set forth in City's proposed PSA, and shall not be more than the purchase price set forth in Landowner's counteroffer.

Any other terms and/or conditions that Landowner's counteroffer modifies or adds from those set forth in City's proposed PSA shall be resolved in good faith between the Parties, it being acknowledged that the material terms of any final PSA are included in this AHP.

Once the purchase price has been resolved in the manner described above, the Parties shall execute the final PSA within fifteen (15) days after receipt of the third appraiser's determination of purchase price. Unless otherwise specified therein, close of escrow shall occur not more than sixty (60) days after full execution of the final PSA.

Landowner shall have the right at any time to present City with a written offer to sell a Parcel to City. City shall have no obligation to accept or reject such offer, or to make a counteroffer, prior to the date which is sixty (60) days after recordation of the final small lot subdivision map which includes the Parcel, provided that City agrees that it will nevertheless consider any such offer in good faith.

4.1.3 Compensation to Landowner. Landowner shall be paid the purchase price either (a) in cash or (b) through the application of credits to any Exactions owed on remaining undeveloped units within the subdivision. In the event Landowner is compensated through credits, City and Landowner will enter into an appropriate agreement memorializing the application of the credits prior to close of escrow.

4.1.4 Obligations of Landowner with Respect to Improvements for Identified Site(s). City acknowledges and agrees that, other than the agreement as to the location of the Identified Site(s), Landowner shall not be required to reserve or dedicate any of the Identified Site(s) to City and Landowner is not required to construct Affordable Units on the

Identified Sites. City further acknowledges and agrees that Landowner has no obligation or requirement to construct frontage improvements to the Identified Site(s), including but not limited to curb, gutter, and sidewalk. If Landowner installs improvements of any kind, the value of the improvements shall be included in the purchase price and either paid for or credited to Landowner as provided in Section 4.1.4.

4.1.5 Construction of Affordable Units on the Identified Site(s). City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the identified Site(s). The design, landscaping, materials, and all other pertinent development standards contained in the Rio del Oro Specific 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. This term of this AHP shall extend and be equal to the term of the ARDA, but the requirements applicable to any MRU shall terminate after the payment of the Affordable Housing In Lieu Fee for that MRU, and 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.

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 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 ARDA (Sections 17, and 17.1 through 17.1.4, 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 related to the performance of the Parties as set forth in this AHP, 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. 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 arising out of or related to the obligations of this AHP. 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 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: abusch@cityofranhocordova.org

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

Easton Development Company, LLC

Attn.: Michael LaFortune, Senior Development Director

1180 Iron Point Road, Suite 350

Folsom, CA 95630

Fax : (916) 355-4255

E-mail: michael.lafortune@eastonllc.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 will pay City any and all fees or amounts due to City, as set forth in Section 2 of this AHP, 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 approved by the City. Upon the payment of such fees or amounts due (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, against the Property 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 12 pages and 4 exhibits, which constitute the entire understanding and agreement of the Parties with respect to the AHP and obligations related thereto.

17. 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.

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. 107-2016, adopted by the Council of the City on this 19th day of September 2016, and Landowner has caused this AHP to be executed.

"CITY"

"LANDOWNER"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: Cyrus Abbar
Name: Cyrus Abbar
Its: City Manager

Date: 2/2, 2017

ATTEST:

Mindy Cuspy
City Clerk

AEROJET ROCKETDYNE, INC.,
an Ohio corporation

By: Easton Development Company, LLC,
a California limited liability company,
Its Manager

APPROVED AS TO FORM:

Adam U. Lindgren
Adam U. Lindgren
City Attorney

Date: 1/31, 2017

By: David C. Hatch
David C. Hatch
Vice President and
Chief Operating Officer

Date: December 15, 2016

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 2-2-2017 before me, Mindy Cuppy, a Notary Public, personally appeared Cyrus Abhar, 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.



Mindy Cuppy
Mindy Cuppy, Notary Public

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 December 13, 2010 before me, Christina M. Groen, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David Hatch
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 Christina M. Groen
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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

EXHIBIT LIST

- Exhibit 1: Landowner's Property – Legal Description
- Exhibit 2: Landowner's Property – Map
- Exhibit 3: RHNA Acreage
- Exhibit 4: Identified Sites

2698809.3

EXHIBIT 1
LANDOWNER'S PROPERTY - LEGAL DESCRIPTION

Parcel 1:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Alpha Area Tank Site No. 803:

Beginning at a point located within said Parcel 15 from which the northeast corner of said Parcel 15 bears North 02°57'49" West 7954.29 feet and North 87°02'11" East 3759.24 feet; thence from said point of beginning North 11°15'00" West 83.00 feet; thence 78°45'00" East 69.58 feet; thence South 11°15'00" East 83.00 feet; thence South 78°45'00" West 69.58 feet to the point of beginning.

Also being described in Parcel B of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-045

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

Beginning at a point from which the Southwest corner of the before described parcel of land bears North 11°15'00" West 10.00 feet; thence from said point of beginning North 78°55'47" East 546.75 feet; thence curving to the right on an arc of 500.00 feet radius said arc being subtended by a chord bearing South 76°03'35" East 422.79 feet; thence South 51°02'56" East 779.59 feet; thence curving to the left on an arc of 450.00 feet radius, said arc being subtended by a chord bearing South 69°48'40" East 289.48 feet; thence South 88°34'24" East 636.77 feet; thence South 00°37'29" West 486.94 feet to a point which bears South 89°35'30" West 1420.52 feet from the most Easterly corner of said Parcel 15.

Parcel Seven:

All that portion of New Parcel "A" as described in Book 20080325 at Page 1226 and a portion of Parcel 26 as shown in Book 55 of Parcel Maps at Page 30 all in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the northeast corner of said New Parcel "A"; thence from the true point of beginning South 00°57'26" East a distance of 3869.39 feet; thence North 89°05'46" East a distance of 466.94 feet; thence South 00°56'26" East a distance of 5357.51 feet; thence South 89°02'10" West a distance of 1732.31 feet; thence South 01°00'06" East a distance of 390.10 feet; thence along a non-tangent curve left having a radius point bearing South 24°02'10" East a distance of 315.00 feet through a central angle of 31°26'04" and an arc length of 172.82 feet with a chord bearing of South 50°14'43" West for a distance of 170.66 feet; thence North 60°46'42" West a distance of 941.45 feet; thence North 06°34'21" West a distance of 408.40 feet; thence North 34°26'42" East a distance of 305.50 feet; thence North 09°03'22" East a distance of 264.78 feet; thence North 16°23'00" West a distance of 256.88 feet; thence North 58°08'25" West a distance of 448.60 feet; thence North 05°50'48" East a distance of 413.33 feet; thence North 02°25'31" West a distance of 197.69 feet; thence North 11°53'01" West a distance of 163.19 feet; thence

North 45°35'31" West a distance of 324.93 feet; thence South 83°12'07" West a distance of 1124.13 feet; thence along a non-tangent curve right having a radius point bearing North 12°27'10" East a distance of 1950.00 feet through a central angle of 25°43'10" and an arc length of 875.33 feet with a chord bearing of North 64°41'15" West for a distance of 868.00 feet; thence North 51°49'40" West a distance of 1256.44 feet; thence North 38°10'20" East a distance of 181.24 feet; thence South 82°30'30" East a distance of 82.92 feet; thence South 89°59'13" East a distance of 185.38 feet; thence North 27°34'22" East a distance of 130.42 feet; thence North 22°31'02" East a distance of 707.46 feet; thence North 27°59'48" West a distance of 541.08 feet; thence North 28°08'50" East a distance of 1634.30 feet; thence North 06°48'13" West a distance of 212.81 feet; thence South 89°59'13" East a distance of 24.27 feet; thence North 66°26'02" East a distance of 395.07 feet; thence North 44°38'13" East a distance of 305.84 feet; thence South 45°26'02" East a distance of 799.08 feet; thence along a non-tangent curve right having a radius point bearing North 79°54'31" West a distance of 500.00 feet through a central angle of 07°53'12" and an arc length of 68.82 feet with a chord bearing of South 14°02'05" West for a distance of 68.77 feet; thence South 17°58'42" West a distance of 99.98 feet; thence along a tangent curve left having a radius point bearing South 72°01'18" East a distance of 100.00 feet through a central angle of 23°31'09" and an arc length of 41.05 feet with a chord bearing of South 06°13'07" West for a distance of 40.76 feet; thence South 05°32'28" East a distance of 43.85 feet; thence along a tangent curve left having a radius point bearing North 84°27'32" East a distance of 200.00 feet through a central angle of 94°06'38" and an arc length of 328.51 feet with a chord bearing of South 52°35'47" East for a distance of 292.80 feet; thence North 80°20'54" East a distance of 133.80 feet; thence along a tangent curve left having a radius point bearing North 09°39'06" West a distance of 200.00 feet through a central angle of 108°59'49" and an arc length of 380.47 feet with a chord bearing of North 25°51'00" East for a distance of 325.64 feet; thence North 28°38'54" West a distance of 57.34 feet; thence along a tangent curve left having a radius point bearing South 61°21'05" West a distance of 500.00 feet through a central angle of 09°00'40" and an arc length of 78.64 feet with a chord bearing of North 33°09'14" West for a distance of 78.55 feet; thence North 37°39'34" West a distance of 180.19 feet; thence along a tangent curve left having a radius point bearing South 52°20'26" West a distance of 150.00 feet through a central angle of 134°54'28" and an arc length of 353.19 feet with a chord bearing of South 74°53'12" West for a distance of 277.07 feet; thence South 07°25'58" West a distance of 16.57 feet; thence North 45°26'02" West a distance of 761.83 feet; thence North 44°38'13" East a distance of 27.31 feet; thence North 02°19'21" West a distance of 422.08 feet; thence North 31°01'41" West a distance of 225.15 feet; thence North 34°56'08" West a distance of 384.38 feet; thence North 47°58'29" West a distance of 209.85 feet; thence North 74°35'58" West a distance of 227.19 feet; thence South 80°44'32" West a distance of 275.88 feet; thence South 70°14'53" West a distance of 399.97 feet; thence South 49°54'45" West a distance of 534.66 feet; thence South 33°42'49" West a distance of 136.88 feet; thence South 06°22'29" West a distance of 365.28 feet; thence South 37°30'01" East a distance of 706.21 feet; thence South 89°59'13" East a distance of 716.28 feet; thence South 06°48'13" East a distance of 193.28 feet; thence South 28°08'50" West a distance of 1535.73 feet; thence North 27°59'48" West a distance of 204.25 feet; thence North 43°23'42" West a distance of 138.45 feet; thence North 89°59'13" West a distance of 251.61 feet; thence South 52°35'07" West a distance of 152.06 feet; thence South 11°49'27" West a distance of 1106.65 feet; thence South 29°01'12" East a distance of 471.03 feet; thence South 82°30'30" East a distance of 159.35 feet; thence South 38°10'20" West a distance of 221.91 feet; thence South 51°49'40" East a distance of 1356.44 feet; thence along a tangent curve left having a radius point bearing North 38°10'20" East a distance of 2050.00 feet through a central angle of 19°04'13" and an arc length of 682.32 feet with a chord bearing of South 61°21'46" East for a distance of 679.18 feet; thence South 76°33'14" West a distance of 279.92 feet; thence South 65°09'33" West a distance of 177.30 feet; thence South 66°50'31" West a distance of 100.01 feet; thence South 53°46'17" West a distance of 155.69 feet; thence South 38°06'22" West a distance

of 459.51 feet; thence South 08°24'36" West a distance of 132.68 feet; thence South 10°10'57" East a distance of 190.89 feet; thence South 22°53'07" East a distance of 205.28 feet; thence South 33°17'41" East a distance of 336.90 feet; thence South 60°50'20" East a distance of 664.33 feet; thence South 72°53'33" East a distance of 400.29 feet; thence South 77°53'53" East a distance of 757.38 feet; thence South 03°36'53" West a distance of 259.28 feet; thence South 32°31'47" West a distance of 288.36 feet; thence South 30°02'57" East a distance of 300.84 feet; thence South 48°52'29" East a distance of 445.92 feet; thence South 51°47'34" East a distance of 610.84 feet; thence South 38°12'24" West a distance of 298.46 feet; thence South 89°01'38" West a distance of 284.95 feet; thence South 00°58'22" East a distance of 1635.90 feet; thence South 89°23'14" West a distance of 3090.85 feet; thence South 89°37'42" West a distance of 1947.08 feet; thence North 89°37'40" West a distance of 1009.49 feet; thence North 00°17'18" West a distance of 423.57 feet; thence along a tangent curve right having a radius point bearing North 89°42'42" East a distance of 533.00 feet through a central angle of 66°04'15" and an arc length of 614.63 feet with a chord bearing of North 32°44'50" East for a distance of 581.14 feet; thence along a tangent curve right having a radius point bearing South 24°13'02" East a distance of 3657.00 feet through a central angle of 08°53'18" and an arc length of 567.31 feet with a chord bearing of North 70°13'37" East for a distance of 566.74 feet; thence along a tangent curve left having a radius point bearing North 15°19'44" West a distance of 555.00 feet through a central angle of 27°49'00" and an arc length of 269.45 feet with a chord bearing of North 60°45'46" East for a distance of 266.81 feet; thence along a tangent curve left having a radius point bearing North 43°08'44" West a distance of 164.00 feet through a central angle of 47°26'53" and an arc length of 135.81 feet with a chord bearing of North 23°07'49" East for a distance of 131.97 feet; thence North 89°31'57" East a distance of 682.58 feet; thence along a non-tangent curve right having a radius point bearing South 89°04'35" East a distance of 625.00 feet through a central angle of 50°28'53" and an arc length of 550.67 feet with a chord bearing of North 26°09'52" East for a distance of 533.03 feet; thence along a tangent curve left having a radius point bearing North 38°35'42" West a distance of 540.00 feet through a central angle of 58°55'26" and an arc length of 555.34 feet with a chord bearing of North 21°56'35" East for a distance of 531.19 feet; thence along a tangent curve right having a radius point bearing North 82°28'52" East a distance of 560.00 feet through a central angle of 108°28'52" and an arc length of 1060.28 feet with a chord bearing of North 46°43'18" East for a distance of 908.85 feet; thence South 79°02'16" East a distance of 274.71 feet; thence North 28°09'08" West a distance of 236.87 feet; thence along a tangent curve left having a radius point bearing South 61°50'52" West a distance of 2000.00 feet through a central angle of 19°03'35" and an arc length of 665.31 feet with a chord bearing of North 37°40'56" West for a distance of 662.25 feet; thence North 17°25'57" East a distance of 1542.41 feet; thence North 72°34'03" West a distance of 856.47 feet; thence North 17°25'57" East a distance of 25.00 feet; thence North 72°34'03" West a distance of 651.82 feet; thence along a tangent curve right having a radius point bearing North 17°25'57" East a distance of 975.00 feet through a central angle of 46°07'01" and an arc length of 784.77 feet with a chord bearing of North 49°30'33" West for a distance of 763.76 feet; thence along a tangent curve left having a radius point bearing South 63°32'57" West a distance of 1125.00 feet through a central angle of 25°22'37" and an arc length of 498.28 feet with a chord bearing of North 39°08'21" West for a distance of 494.21 feet; thence North 51°49'40" West a distance of 453.85 feet; thence South 38°10'20" West a distance of 125.00 feet; thence South 27°42'33" West a distance of 850.47 feet; thence North 51°45'32" West a distance of 723.29 feet; thence North 00°22'20" East a distance of 2364.04 feet; thence South 89°59'13" East a distance of 1129.16 feet; thence North 67°52'09" East a distance of 696.13 feet; thence North 00°00'47" East a distance of 711.63 feet; thence North 38°52'38" West a distance of 809.07 feet; thence North 81°10'00" West a distance of 1105.76 feet; thence North 40°22'04" West a distance of 101.31 feet; thence North 02°02'45" West a distance of 1447.86 feet; thence North 88°50'57" East a distance of 2167.97 feet; thence along a non-tangent curve left having a radius point bearing North 01°08'48" West a distance of

3000.00 feet through a central angle of 01°11'43" and an arc length of 62.58 feet with a chord bearing of North 88°15'21" East for a distance of 62.58 feet; thence South 00°58'24" East a distance of 40.54 feet; thence North 86°31'01" East a distance of 6897.56 feet; to the point of beginning.

Excepting therefrom the following described parcel of land:

Exception E

All that property described in a Grant Deed recorded in Book 801215 at Page 499 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the west end of a line described as (N. 89°36'00" E. 467.64) which is on the east line of said Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 of the Official Records of Sacramento County, thence, North 62°26'47" West a distance of 2547.29 feet to the true point of beginning; thence North 89°53'58" West, a distance of 200.00 feet; thence North 00°05'32" East, a distance of 200.00 feet; thence South 89°54'15" East, a distance of 199.92 feet; thence South 00°04'05" West, a distance of 200.02 feet to the Point of Beginning.

Described as "New Parcel A-1" in that certain Boundary Line Adjustment recorded November 24, 2009, in Book 20091124, Page 1043, Official Records.

APN: 072-0370-104

Parcel Eight:

All that portion of New Parcel "A as described in Book 20080325 at Page 1226, all of Parcel 24 and a portion of Parcel 26 as shown in Book 55 of Parcel Maps at Page 30 all in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the northeast corner of New Parcel 17 as described in Book 20080221 at Page 780 Official Records of Sacramento County; thence South 89°02' 10" West a distance of 1732.31 feet; thence South 01°00'06" East a distance of 390.10 feet; thence along a non tangent curve to the left having a radius point bearing South 24°02'10" East a distance of 315.00 feet through a central angle of 31°26'04" and an arc, arc length of 172.82 feet with a chord bearing of South 50°14'43" West for a distance 170.66 feet to the true point of beginning, thence South 34°31'46" West a distance of 805.76 feet; thence North 51°48'21" West a distance of 418.78 feet; thence South 38°12'32" West a distance of 330.00 feet; thence North 51°47'34" West a distance of 448.92 feet; thence North 48°52'29" West a distance of 445.92 feet; thence North 30°02'57" West a distance of 300.84 feet; thence North 32°31'47" East a distance of 288.36 feet; thence North 03°36'53" East a distance of 259.28 feet; thence North 77°53'53" West a distance of 757.38 feet; thence North 72°53'33" West a distance of 400.29 feet; thence North 60°50'20" West a distance of 664.33 feet; thence North 33°17'41" West a distance of 336.90 feet; thence North 22°53'07" West a distance of 205.28 feet; thence North 10°10'57" West a distance of 190.89 feet; thence North 08°24'36" East a distance of 132.68 feet; thence North 38°06'22" East a distance of 459.51 feet; thence North 53°46'17" East a distance of 155.69 feet; thence North 66°50'31" East a distance of 100.01 feet; thence North 65°09'33" East a distance of 177.30 feet; thence North 76°33'14" East a distance of 279.92 feet; thence along a non-tangent curve right having a radius point bearing North 19°06'07" East a distance of 2050.00 feet through a central angle of 19°04'13" and an arc length of 682.32 feet with a chord bearing of North 61°21'46" West for a distance of 679.18 feet; thence North 51°49'40" West a distance of 1356.44 feet; thence North 38°10'20" East a distance of 221.91 feet; thence North 82°30'30" West a distance of 159.35 feet; thence North 29°01'12" West a distance of 471.03 feet; thence North 11°49'27" East a distance of 1106.65 feet; thence North 52°35'07" East a distance of 152.06 feet; thence South 89°59'13" East a distance of

251.61 feet; thence South 43°23'42" East a distance of 138.45 feet; thence South 27°59'48" East a distance of 204.25 feet; thence North 28°08'50" East a distance of 1535.73 feet; thence North 06°48'13" West a distance of 193.28 feet; thence North 89°59'13" West a distance of 716.28 feet; thence North 37°30'01" West a distance of 706.21 feet; thence North 06°22'29" East a distance of 365.28 feet; thence North 33°42'49" East a distance of 136.88 feet; thence North 49°54'45" East a distance of 534.66 feet; thence North 70°14'53" East a distance of 399.97 feet; thence North 80°44'32" East a distance of 275.88 feet; thence South 74°35'58" East a distance of 227.19 feet; thence South 47°58'29" East a distance of 209.85 feet; thence South 34°56'08" East a distance of 384.38 feet; thence South 31°01'41" East a distance of 225.15 feet; thence South 02°19'21" East a distance of 422.08 feet; thence South 44°38'13" West a distance of 27.31 feet; thence South 45°26'02" East a distance of 761.83 feet; thence North 07°25'58" East a distance of 16.57 feet; thence along a tangent curve right having a radius point bearing South 82°34'02" East a distance of 150.00 feet through a central angle of 134°54'28" and an arc length of 353.19 feet with a chord bearing of North 74°53'12" East for a distance of 277.07 feet; thence South 37°39'34" East a distance of 180.19 feet; thence along a tangent curve right having a radius point bearing South 52°20'26" West a distance of 500.00 feet through a central angle of 09°00'39" and an arc length of 78.63 feet with a chord bearing of South 33°09'14" East for a distance of 78.55 feet; thence South 28°38'54" East a distance of 57.34 feet; thence along a tangent curve right having a radius point bearing South 61°21'06" West a distance of 200.00 feet through a central angle of 108°59'49" and an arc length of 380.47 feet with a chord bearing of South 25°51'00" West for a distance of 325.64 feet; thence South 80°20'54" West a distance of 133.80 feet; thence along a tangent curve right having a radius point bearing North 09°39'06" West a distance of 200.00 feet through a central angle of 94°06'38" and an arc length of 328.51 feet with a chord bearing of North 52°35'47" West for a distance of 292.80 feet; thence North 05°32'28" West a distance of 43.85 feet; thence along a tangent curve right having a radius point bearing North 84°27'32" East a distance of 100.00 feet through a central angle of 23°31'09" and an arc length of 41.05 feet with a chord bearing of North 06°13'07" East for a distance of 40.76 feet; thence North 17°58'42" East a distance of 99.98 feet; thence along a tangent curve left having a radius point bearing North 72°01'18" West a distance of 500.00 feet through a central angle of 07°53'12" and an arc length of 68.82 feet with a chord bearing of North 14°02'05" East for a distance of 68.77 feet; thence North 45°26'02" West a distance of 799.08 feet; thence South 44°38'13" West a distance of 305.84 feet; thence South 66°26'02" West a distance of 395.07 feet; thence North 89°59'13" West a distance of 24.27 feet; thence South 06°48'13" East a distance of 212.81 feet; thence South 28°08'50" West a distance of 1634.30 feet; thence South 27°59'48" East a distance of 541.08 feet; thence South 22°31'02" West a distance of 707.46 feet; thence South 27°34'22" West a distance of 130.42 feet; thence North 89°59'13" West a distance of 185.38 feet; thence North 82°30'30" West a distance of 82.92 feet; thence South 38°10'20" West a distance of 181.24 feet; thence South 51°49'40" East a distance of 1256.44 feet; thence along a tangent curve left having a radius point bearing North 38°10'20" East a distance of 1950.00 feet through a central angle of 25°43'10" and an arc length of 875.33 feet with a chord bearing of South 64°41'15" East for a distance of 868.00 feet; thence North 83°12'07" East a distance of 1124.13 feet; thence South 45°35'31" East a distance of 324.93 feet; thence South 11°53'01" East a distance of 163.19 feet; thence South 02°25'31" East a distance of 197.69 feet; thence South 05°50'48" West a distance of 413.33 feet; thence South 58°08'25" East a distance of 448.60 feet; thence South 16°23'00" East a distance of 256.88 feet; thence South 09°03'22" West a distance of 264.78 feet; thence South 34°26'42" West a distance of 305.50 feet; thence South 06°34'21" East a distance of 408.40 feet; thence South 60°46'42" East a distance of 941.45 feet; to the point of beginning.

Excepting therefrom the following described parcel of land:

Exception F

All that property described in a Grant Deed recorded in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the northeast corner of New Parcel 17 as described in Book 20080221 at Page 0780 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California; thence from said point North 74°25'17" West a distance of 3968.45 feet to the true point of beginning; thence South 78°13'32" West a distance of 69.52 feet; thence North 11°48'07" West a distance of 82.96 feet; thence North 78°12'53" East a distance of 69.57 feet; thence South 11°46'01" East a distance of 82.97 feet to the point of beginning.

Described as "New Parcel B" in that certain Boundary Line Adjustment recorded November 24, 2009, in Book 20091124, Page 1043, Official Records.

APN: 072-0370-103

Parcel Nine:

All that portion of New Parcel "A" as described in Book 20080325 at Page 1226 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the Northeast corner of said New Parcel "A"; thence South 86°31'01" West a distance of 6897.56 feet; thence North 00°58'24" West a distance of 40.54 feet; thence along a non-tangent curve right having a radius point bearing North 02°20'30" West a distance of 3000.00 feet through a central angle of 01°11'43" and an arc length of 62.58 feet with a chord bearing of South 88°15'21" West for a distance of 62.58 feet; thence South 88°50'57" West a distance of 2167.97 feet to the Point of Beginning; thence from said true point of beginning South 02°02'45" East a distance of 1447.86 feet; thence South 40°22'04" East a distance of 101.31 feet; thence South 81°10'00" East a distance of 1105.76 feet; thence South 38°52'38" East a distance of 809.07 feet; thence South 00°00'47" West a distance of 711.63 feet; thence South 67°52'09" West a distance of 696.13 feet; thence North 89°59'13" West a distance of 1129.16 feet; thence North 00°22'20" East a distance of 465.11 feet; thence South 89°29'00" West a distance of 1078.83 feet; thence North 04°34'36" West a distance of 192.34 feet; thence North 16°09'51" West a distance of 253.09 feet; thence North 11°19'50" West a distance of 479.39 feet; thence North 07°23'34" West a distance of 292.93 feet; thence North 06°22'41" West a distance of 169.64 feet; thence North 01°23'23" West a distance of 152.03 feet; thence North 71°35'34" East a distance of 146.02 feet; thence North 74°08'41" East a distance of 462.88 feet; thence North 84°48'48" East a distance of 66.67 feet; thence North 10°56'56" East a distance of 102.96 feet; thence North 04°10'36" West a distance of 197.73 feet; thence North 01°46'57" East a distance of 318.01 feet; thence North 00°44'08" East a distance of 496.43 feet; thence North 84°12'46" East a distance of 56.52 feet; thence along a non-tangent curve right having a radius point bearing South 05°46'55" East a distance of 5000.00 feet through a central angle of 04°37'52" and an arc length of 404.13 feet with a chord bearing of North 86°32'01" East for a distance of 404.02 feet; thence North 88°50'57" East a distance of 241.27 feet; to the point of beginning.

Described as "New Parcel C" in that certain Boundary Line Adjustment recorded November 24, 2009, in Book 20091124, Page 1043, Official Records.

APN: 072-0370-105

Parcel Ten:

Parcels 18, 19, 20, 25, 27, 28, 29, 30, 31, 35 and 36, as shown on the Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, at Page 30, Sacramento County Records.

APNS: 072-0540-004 through 072-0540-006, 072-0540-011, 072-0540-013 through 072-0540-017, 072-0540-021 and 072-0540-022.

Parcel Eleven:

All that portion of Area "B" lying between the Southeasterly line of Parcel 24 and the Northwesterly line of Parcel 20, all as shown on the Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, at page 30, Sacramento County Records.

APN: 072-0540-023

Parcel Twelve:

All that portion of Parcel 2 as said parcel is shown on that certain Parcel Map filed November 15, 1991 in Book 127 of Parcel Maps at Page 10, Sacramento County Records, and all of Parcel 22 as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps at Page 30, Sacramento County Records, described as follows:

Parcel 2 as shown on that certain Parcel Map filed November 15, 1991 in Book 127 of Parcel Maps at Page 10.

EXCEPTING THEREFROM the South 305.45 feet of the East 585 feet.

As described in Parcel Two of that certain Boundary Line Adjustment recorded November 18, 2003 in Book 20031118 Page 1873, Official Records.

APN: 072-0370-092

Parcel Thirteen:

All that portion of Parcel 37 as said Parcel is shown on that certain Parcel Map recorded in Book 55 of Parcel Maps at Page 30, described as follows:

Beginning at northwest corner of Parcel 37, as shown on that certain Parcel Map recorded in Book 55 of Parcel Map, at Page 30; thence from the true point of beginning along the north line of said Parcel 37 North 89°35'30" East 1065.52 feet to the northeast corner of said Parcel 37; thence along the east line of said parcel South 00°24'30" East 2818.89 feet; thence South 29°06'10" West 380.95 feet to a point on the centerline of Douglas Road; thence along the centerline of Douglas Road and the South line of Parcel 37 North 88°49'42" West 794.56 feet to the southeast corner of Parcel 9 as shown on that Boundary Line Adjustment (01-BLS-0182) thence along the east line of said Boundary Line Adjustment North 00°37'37" East 641.31 feet; thence North 89°58'05" East 194.99 feet; thence North 00°37'37" East 110.00 feet to the northeast corner of said Boundary Line Adjustment; thence North 89°58'05" East 80.06 feet; thence North 00°37'29" East 821.90 feet; thence North 89°22'31" West 435.00 feet to a point on the West line of said Boundary Line Adjustment; thence North 01°54'24" East 1185.48 feet to a point on the centerline of Tailings Drive; thence North 00°24'30" West 365.00 feet to the point of beginning, as described as Parcel 4 of that Boundary Line Adjustment recorded November 18, 2003, in Book 20031118, Page 1873, Official Records.

APN: 072-0370-089

Parcel Fourteen:

All that property described in a Grant Deed recorded in Book 801215 at Page 499 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the west end of a line described as (N. 89°36'00" E. 467.64) which is on the east line of said Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 of the Official Records of Sacramento County, thence, North 62°26'47" West a distance of 2547.29 feet to the true point of beginning; thence North 89°53'58" West, a distance of 200.00 feet; thence North 00°05'32" East, a distance of 200.00 feet; thence South 89°54'15" East, a distance of 199.92 feet; thence South 00°04'05" West, a distance of 200.02 feet to the Point of Beginning.

APN: 072-0370-043

END OF DESCRIPTION

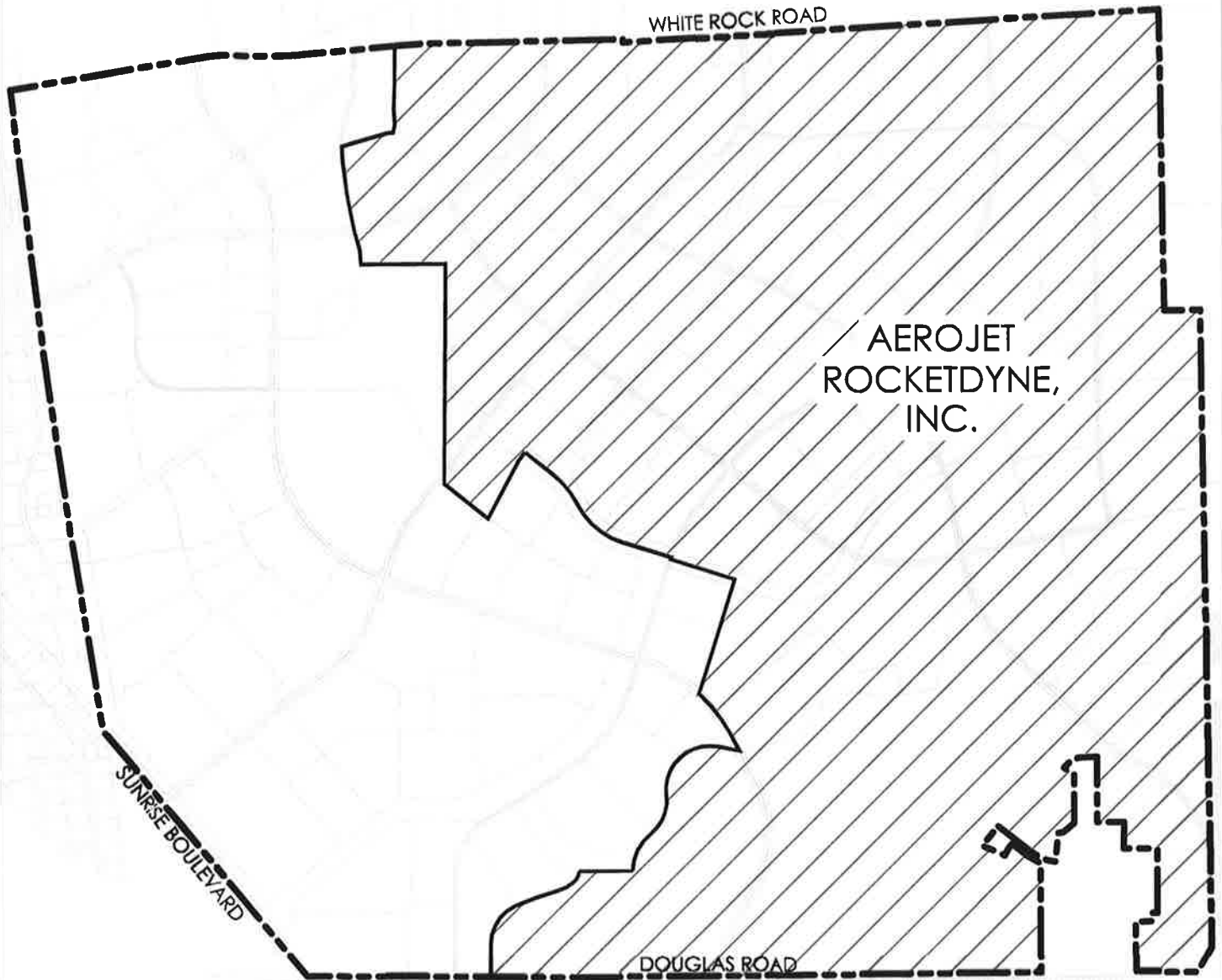
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA



8/23/16

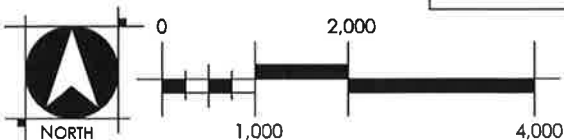
EXHIBIT 2: LANDOWNER'S PROPERTY - MAP

RIO DEL ORO CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

- RIO DEL ORO PROJECT BOUNDARY
-  AEROJET ROCKETDYNE, INC. PROPERTY

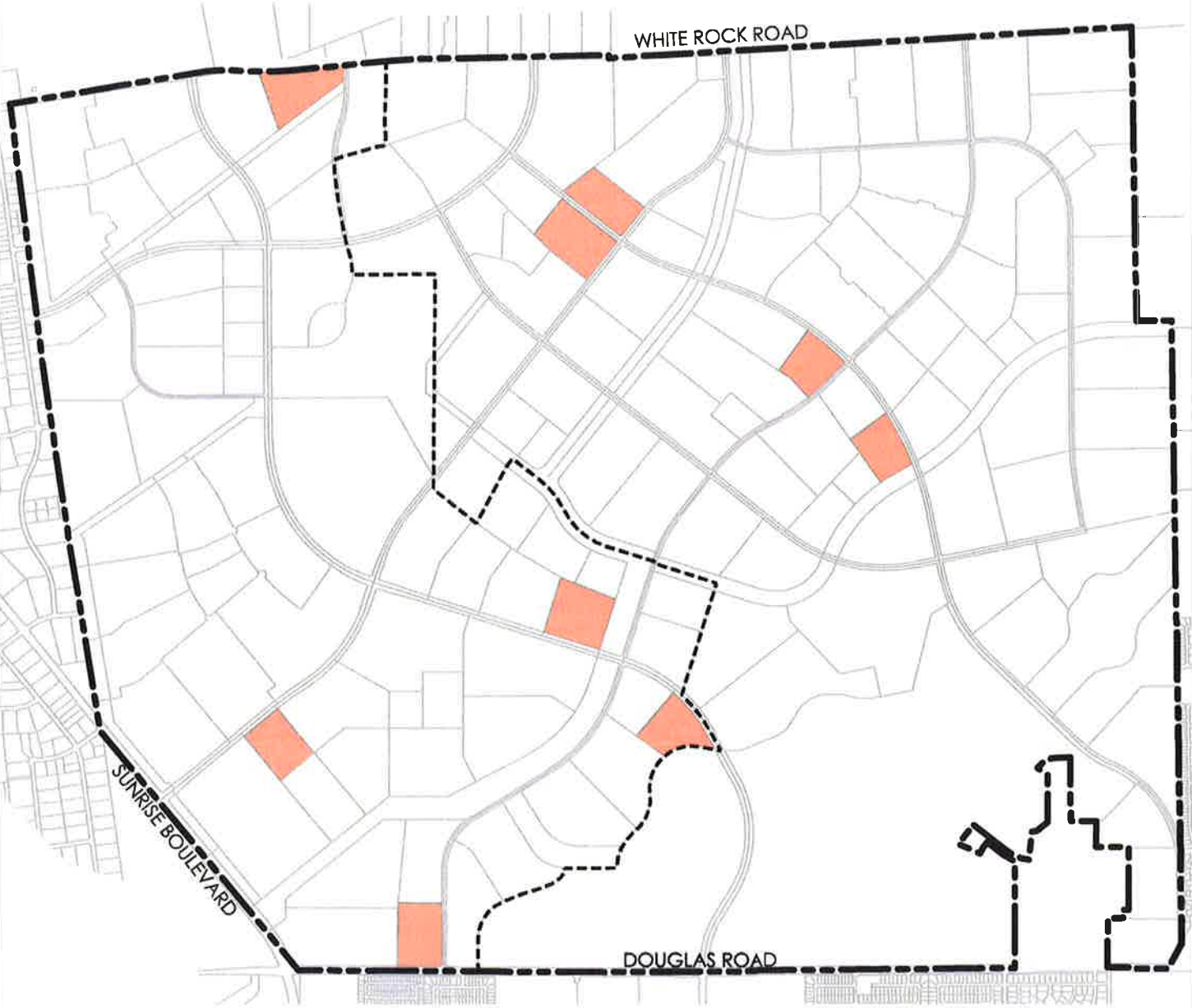


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EXHIBIT 3: RHNA ACREAGE

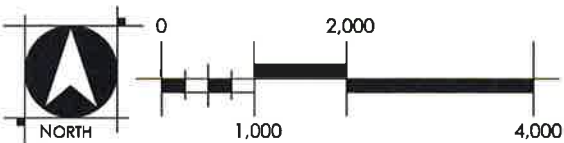
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

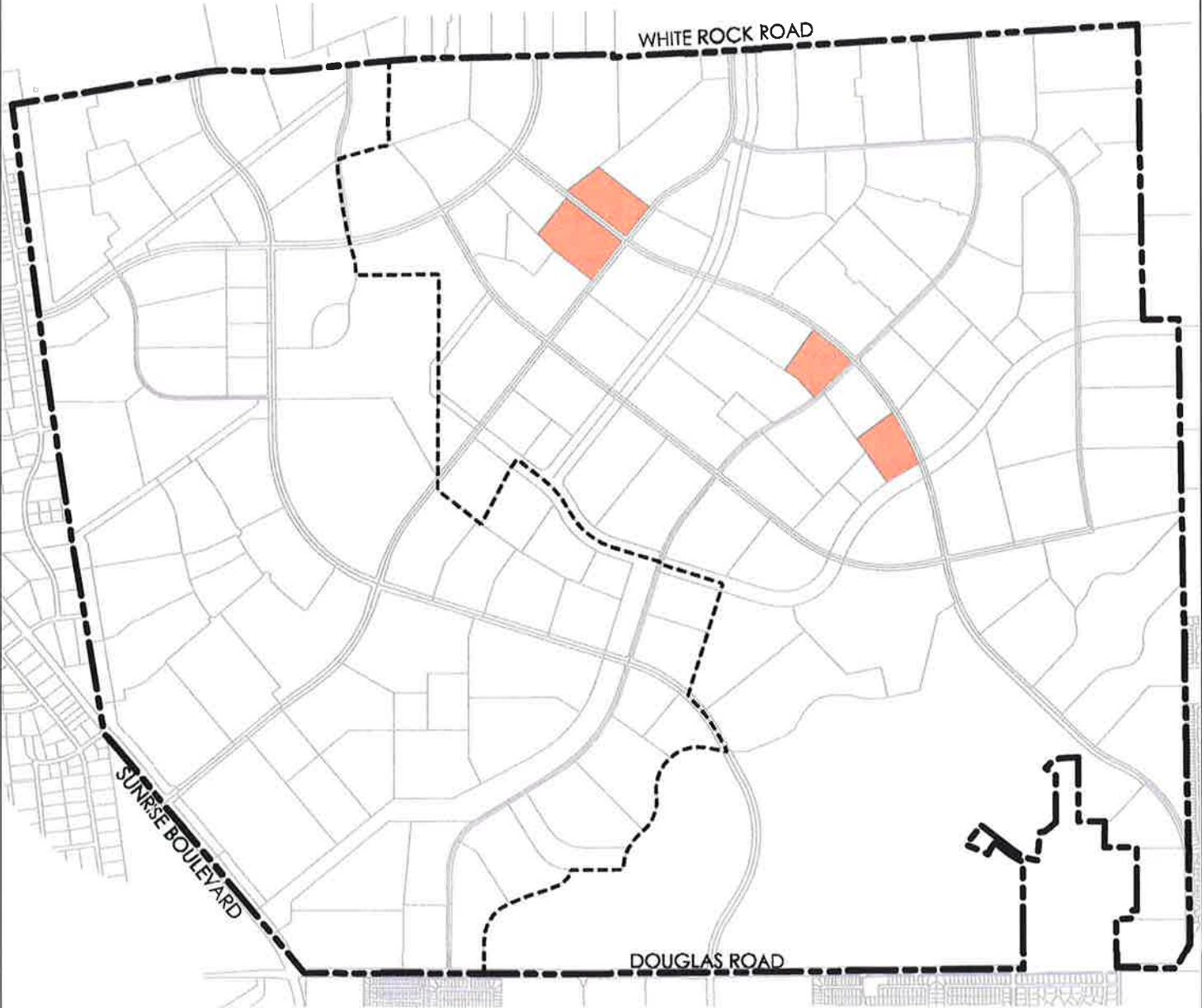
-  RIO DEL ORO PROJECT BOUNDARY
-  RHNA ACREAGE



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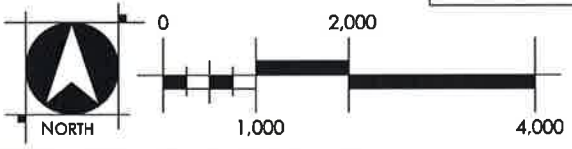
EXHIBIT 4: IDENTIFIED SITES (AEROJET ROCKETDYNE, INC.)

RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

- RIO DEL ORO PROJECT BOUNDARY
- IDENTIFIED SITES



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SHEET 2 OF 2

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