



Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202110201088	Fees	\$0.00
10/20/2021	12:33:49 PM	Taxes	\$0.00
SUB		PCOR	\$0.00
Titles	1	Paid	\$0.00
Pages	18		

LANDOWNER OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

**SECOND AMENDMENT OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND ALTA VISTA, LLC
RELATIVE TO THE RIO DEL ORO PROJECT**

**SECOND AMENDMENT OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND ALTA VISTA, LLC
RELATIVE TO THE RIO DEL ORO PROJECT**

This Second Amendment of the Amended and Restated Development Agreement (“Second Amendment”) is entered into as of this 21st day of September, 2021, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (“City”), and ALTA VISTA, LLC, an Arizona limited liability company (“Landowner”) pursuant to Sections 65864 through 65869.5 of the Government Code of California. City and Landowner are collectively referred to as the “Parties.”

RECITALS

A. City and Landowner entered into an Amended and Restated Development Agreement (the “ARDA”) which was approved by the City Council on November 4, 2019 and recorded on June 10, 2020, in the Official Records of Sacramento County as Document No. 202006101878. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the ARDA.

B. City and Landowner entered into the ARDA relative to development within a 1,516-acre portion of the Rio Del Oro Specific Plan Area as more precisely defined in Exhibits “A-1” and “A-2” of the ARDA (the “Property”).

C. City and Landowner entered into a First Amendment of the ARDA (“First Amendment”) which was approved by the City Council on November 4, 2019 and recorded on April 7, 2020, in the Official Records of Sacramento County as Document No. 202004070937.

D. City and Landowner entered into the First Amendment relative to development within a 169.7-acre portion of the Property as more precisely defined in Exhibits “A” and “B” of the First Amendment (“First Amendment Property”).

E. This Second Amendment affects the Property as more precisely defined in Exhibit “A” and depicted on Exhibit “B” attached to this Second Amendment. For the sake of clarity, Exhibits “A” and “B” of this Second Amendment are the same as Exhibits “A-1” and “A-2” of the ARDA. This Second Amendment is authorized by Section 14.1 of the ARDA and shall run with the Property.

F. City and Landowner intend for this Second Amendment to revise the Parties’ obligations with respect to drainage improvements along Sunrise Boulevard and White Rock Road improvements.

G. On July 19th, 2021, the City Council held a public hearing and introduced City Council Ordinance No.16-2021 approving this Second Amendment. City adopted City Council Ordinance 16-2021 on August 2, 2021. On August 2, 2021, by Ordinance No. 16-2021, the City Council found the adoption of this Second Amendment exempt from CEQA under CEQA Guideline 15061(b)(3).

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of the ARDA.** The following sections and exhibits of the ARDA are hereby amended as follows:

1.1. **Revised Section 3.** The definitions set forth in Section 3 are hereby revised as follows:

1.1.1. The term "White Rock Road Construction Project – Rancho Cordova Parkway to Collector A" shall be added to read as follows: "White Rock Road Construction Project – Rancho Cordova Parkway to Collector A" shall mean City's construction of the section of White Rock Road depicted on Exhibit "C" attached to this Second Amendment and labeled "Built by City" from the White Rock Road/Rancho Cordova Parkway intersection to the eastern boundary of the Property pursuant to plans to be approved by City.

1.1.2. The term "White Rock Road Contribution" as set forth and defined in Section 3 is hereby deleted. For purposes of clarity, with respect to the First Amendment Property, the First Amendment previously deleted such defined term.

1.2. **Revised Section 10.** Section 10 is hereby amended and revised in its entirety to read as follows:

"10. **Sunrise Boulevard Drainage Improvements.** Landowner's obligations with respect to drainage improvements along Sunrise Boulevard shall be satisfied by Landowner's payment to City of Nine Hundred Thousand Dollars and No Cents (\$900,000.00) as follows: (1) prior to Landowner's recordation of a small lot final subdivision map for Parcel 67A as identified on Exhibit "D" attached to this Second Amendment or within thirty (30) days of the Effective Date, whichever occurs last, Landowner shall pay to City Three Hundred Thousand Dollars and No Cents (\$300,000.00); (2) prior to Landowner's recordation of a small lot final subdivision map for Parcel 67B as identified on Exhibit "D" attached to this Second Amendment or within thirty (30) days of the Effective Date, whichever occurs last, Landowner shall pay to City Three Hundred Thousand Dollars and No Cents (\$300,000.00); and (3) prior to Landowner's recordation of a small lot final subdivision map for Parcel 67E as identified on Exhibit "D" attached to this Second Amendment, Landowner shall pay to City Three Hundred Thousand Dollars and No Cents (\$300,000.00). City acknowledges that the payments described in this Section 10 and construction of the onsite drainage basin on large lot parcel 70 shall satisfy large lot map condition of approval 32 for Landowner and any and all small lot map condition(s) of approval relating to Sunrise Boulevard drainage for Landowner. In the event of any conflict between this Section 10 and any of the other Entitlements, this Section 10 shall control.

1.3. Revised Section 13.1. With respect to the First Amendment Property, City's and Landowner's rights and obligations, respectively, pursuant to Section 13.1 shall be governed by the First Amendment and, as such, Section 13.1 thereof shall not be amended or revised as set forth below for purposes of the First Amendment Property. With respect to all other portions of the Property, Section 13.1 is hereby amended and revised in its entirety to read as follows:

"13.1 White Rock Road Improvements. Landowner and City agree to complete improvements as summarized in this Section 13.1.

A. City shall make diligent and reasonable efforts to commence the improvements described in this Section 13.1 by July 6, 2021. City acknowledges that the improvements described in this Section 13.1 substantially comply with and satisfy large lot map condition of approval 47 and any and all small lot map condition(s) of approval relating thereto. In the event of any conflict between this Section 13.1 and any of the other Entitlements, this Section 13.1 shall control.

i. Road/Signal Improvements

- a. City shall fund, permit, design, and construct the White Rock Road Construction Project –Rancho Cordova Parkway to Collector A, including but not limited to all surface improvements, grading, aggregate base, asphalt concrete, signal interconnect, striping, median and landscaping improvements. Landowner shall reimburse City for City's construction of the southern curb and gutter, and associated grading and aggregate base under the southern curb and gutter within the limits of the White Rock Road Construction Project – Rancho Cordova Parkway to Collector A as depicted in Exhibit "C" in the amount of one-hundred twenty-two and one-half percent (122.5%) of the reasonable hard construction costs of such improvements, as determined by the construction contract, within thirty (30) days of Landowner's receipt of an invoice from City.
- b. City shall fund, permit, design, and install all signal improvements associated with the White Rock Road/Collector A intersection. Landowner shall reimburse City for the same in the amount of one-hundred twenty-two and one-half percent (122.5%) of the reasonable hard construction costs of such improvements, as determined by the

construction contract, within thirty (30) days of Landowner's receipt of an invoice from City. Landowner shall be responsible for providing power to serve the signal as reasonably required for construction, testing and operation.

ii. **Drainage Improvements**

- a. City shall permit, design, and construct (i) the storm drain line within White Rock Road, (ii) the drainage inlets and laterals on the south side of White Rock Road, and (iii) associated improvements within the White Rock Road Construction Project – Rancho Cordova Parkway to Collector A. City shall fund the reasonable hard construction costs of such improvements using funding available for the same from City's road fee program and Zone 11-A drainage fee program. In the event the reasonable hard construction costs of such improvements exceed the funding available for same from City's road fee program and Zone 11-A drainage fee program, Landowner shall reimburse City in the amount of one-hundred twenty-two and one-half percent (122.5%) of such excess reasonable hard construction costs per the construction contract within thirty (30) days of Landowner's receipt of an invoice from City.
- b. City shall fund, permit, design and build drainage improvements on the north side of White Rock Road as necessary within the limits of the White Rock Road Construction Project – Rancho Cordova Parkway to Collector A.

1.4. Revised Exhibits. Exhibit "G" to the ARDA is hereby deleted. Except as noted below, Exhibit "H" to the ARDA is hereby deleted and shall be replaced with Exhibit "C" ("White Rock Road Cross Section") attached to this Second Amendment. For purposes of clarity, with respect to the First Amendment Property, the First Amendment previously deleted Exhibit "H" to the ARDA and replaced such exhibit with Exhibit "B" to the First Amendment. With respect to the First Amendment Property, City's and Landowner's rights and obligations, respectively, pursuant to Section 13.1 shall be governed by the First Amendment and, therefore, Exhibit "B" thereto.

2. Consistency with General Plan. The City Council has found and determined that this Second Amendment is consistent with the General Plan and the Rio Del Oro Specific Plan.

3. **Amendment Applicable to Property.** This Second Amendment applies to development of the Property and does not affect or apply in any manner with respect to the development of any other property within the Rio Del Oro Specific Plan Area.

4. **Amendment.** This Second Amendment amends, but does not replace or supersede, the ARDA and/or with respect to the First Amendment Property, the First Amendment, except as specified herein. As amended hereby with respect to the Property, the ARDA remains in full force and effect. As amended hereby with respect to the First Amendment Property, the First Amendment also remains in full force and effect.

5. **Incorporation of Recitals.** The Preamble, Recitals, and all exhibits attached hereto are incorporated into this Second Amendment as if set forth herein in full.

6. **Effective Date and Term of Second Amendment.** The Effective Date of this Second Amendment is September 2, 2021 which is the effective date of City Ordinance No. 16-2021, adopting this Second Amendment.

7. **City Manager Authorization.** City, a municipal corporation, has authorized this Second Amendment to be executed in two duplicate originals, each of which is deemed to be an original, by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 16-2021 adopted by the City Council on the 2nd day of August, 2021, and has caused this Second Amendment to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: 

Name: Cyrus Abhar

Its: City Manager

Date: 10/12/2021

“LANDOWNER”

ALTA VISTA, LLC
an Arizona limited liability company

By: 

Name: Harry C. Elliott III

Its: President

Date: 9.30.2021

ATTEST:


City Clerk

APPROVED AS TO FORM:


Adam U. Lindgren
City Attorney

Date: 10/12/21

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)

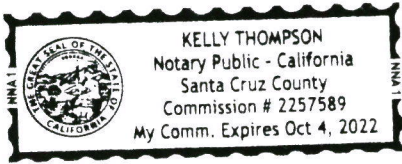
On 10/19/21 before me, Kelly Thompson, Notary Public,
Date Here Insert Name and Title of the Officer

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: _____

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: _____

3. **Amendment Applicable to Property.** This Second Amendment applies to development of the Property and does not affect or apply in any manner with respect to the development of any other property within the Rio Del Oro Specific Plan Area.

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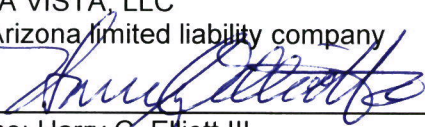
“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: City Manager
Date: _____

“LANDOWNER”

ALTA VISTA, LLC
an Arizona limited liability company

By:  _____
Name: Harry C. Elliott III
Its: President
Date: 10.13.2021

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

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 October 14, 2021 before me, Susan R Stephens, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Harry C Elliott, III
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 Susan R Stephens
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: Second Amendment Amended and Restated Development Agreement Rio Del Oro Document Date: October 13, 2021
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 A: Legal Description of Property
- Exhibit B: Depiction of Property
- Exhibit C: White Rock Road Cross Section
- Exhibit D: Depiction of Parcels 67A, 67B, and 67E

EXHIBIT "A"
LEGAL DESCRIPTION
OF
PROPERTY

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:

Tank Site No. 804:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 2759.57 feet, (2) North 89°06'40" West 1070.18 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 18°45'03" West 276.75 feet; thence North 71°14'57" West 146.50 feet; thence North 18°45'03" East 276.75 feet; thence South 71°14'57" East 146.50 feet to the point of beginning.

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

APN: 072-0370-046

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 located South 18°45'03" West 10.53 feet from the Northeast corner of the before described parcel of land; thence from said point of beginning South 89°25'42" East 51.48 feet; thence South 00°34'18" West 2749.88 feet to a point located on the Southerly boundary line of said Parcel 15.

Parcel 2:

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:

Beta Area Well Site "A"- 805:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53' 20" West 2611.85 feet, (2) North 89°06'40" West 1119.19 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 70.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 70.00 feet to the point of beginning.

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

APN: 072-0370-047

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 the Southeast corner of the before described parcel of land; thence from said point of beginning South 00°34'18" West 2531.88 feet to a point located on the Southerly boundary line of Parcel 15.

Parcel 3:

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:

Beta Area Well Site "B"- 806:

Beginning at a point located within said Parcel 15 from which the Southwest corner of Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 1156.48 feet, (2) North 89°06'40" West 1127.25 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 78.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 78.00 feet to the point of beginning.

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

APN: 072-0370-048

Parcel 4:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio Del Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53 feet; thence North 90°00'00" West 1078.83 feet; thence North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc

having a radius of 1500.00 feet, said arc being subtended by a chord bearing South 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

Excepting therefrom as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting all water and rights, including, but not limited to all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

Said land is also described in Lot 'A' of that certain Lot Line Adjustment Resolution No. 97 -BLS-0637 recorded November 18, 1997 in Book 971118 Page 807, Official Records.

APN: 072-0370-071

Parcel 5:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 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 southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, South 89°56'25" West, a distance of 367.46 feet along said common line; Thence, North 89°55'25" West, a distance of 402.97 feet along said common line; Thence, North 00°00'55" West, a distance of 722.15 feet along said common line; Thence, North 00°03'11" East, a distance of 608.94 feet along said common line; Thence, North 88°01 '22" West, a distance of 39.63 feet along said common line; Thence, North 00°19'49" East, a distance of 225.19 feet along said common line; Thence, North 71°43'32" West, a distance of 459.31 feet along said common line; Thence, North 18°01 '48" East, a distance of 299.22 feet along said common line; Thence, North 18°12'33" East, a distance of 581.68 feet along said common line; Thence, North 18°21'10" East, a distance of 260.18 feet along said common line; Thence, North 86°58'23" East, a distance of 30.58 feet along said common line; Thence, North 86°04'54" East, a distance of 79.74 feet along said common line; Thence, North 86°52'08" East, a distance of 104.15 feet along said common line; Thence, South 71°53'21" East, a distance of 494.50 feet along said common line; Thence, North 00°22'20" East, a distance of 1401.37 feet along said common line; Thence, South 51°45'32" East, a distance of 723.29 feet; Thence, North 27°42'33" East, a distance of 850.47 feet; Thence, North 38°10'20" East, a distance of 125.00 feet; Thence, South 51°49'40" East, a distance of 453.85 feet;

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of 25°22'37" and a radius of 1125.00 feet;
Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of 46°07'00" and a radius of 975.00 feet;
Thence, South 72°34'03" East, a distance of 651.82 feet;
Thence, South 17°25'57" West, a distance of 25.00 feet;
Thence, South 72°34'03" East, a distance of 856.47 feet;
Thence, South 17°25'57" West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South 42°47'17" West;
Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of 19°03'35" and a radius of 2000.00 feet;
Thence, South 28°09'08" East, a distance of 236.87 feet;
Thence, North 79°02'16" West, a distance of 274.71 feet;
Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of 108°28'52" and a radius of 560.00 feet;
Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;
Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;
Thence, South 89°31'57" West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°24'23" West;
Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;
Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;
Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;
Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;
Thence, South 00°17'18" East, a distance of 423.57 feet to the south line of said Parcel15;
Thence, North 89°37'40" West, a distance of 418.60 feet along said south line to the Point of Beginning.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" 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 southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 1075.90 feet along the common line between said properties;
Thence, South 89°37'45" East, a distance of 120.05 feet to the Point of Beginning;
Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;
Thence, South 89°58'18" East, a distance of 78.00 feet;
Thence, South 00°00'36" West, a distance of 79.95 feet;
Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Exception B

All that property described as "Tank Site No. 804" 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 southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning; Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet; Thence, South 71°48'29" East, a distance of 146.44 feet; Thence, South 18°10'43" West, a distance of 276.46 feet; Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Exception C

All that property described as "Beta Area Well Site 'A'-805" 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 southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning; Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet; Thence, North 89°57'06" East, a distance of 70.00 feet; Thence, South 00°00'09" East, a distance of 80.01 feet; Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

APN: 072-0370-102

END OF DESCRIPTION






PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT B: DEPICTION OF PROPERTY



LEGEND

-  RIO DEL ORO BOUNDARY
-  OWNERSHIP BOUNDARY
-  ALTA VISTA PROJECT AREA


WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C St. Bldg. 100-B Tel 916.341.7760
 Sacramento, CA 95816 Fax 916.341.7767

EXHIBIT C

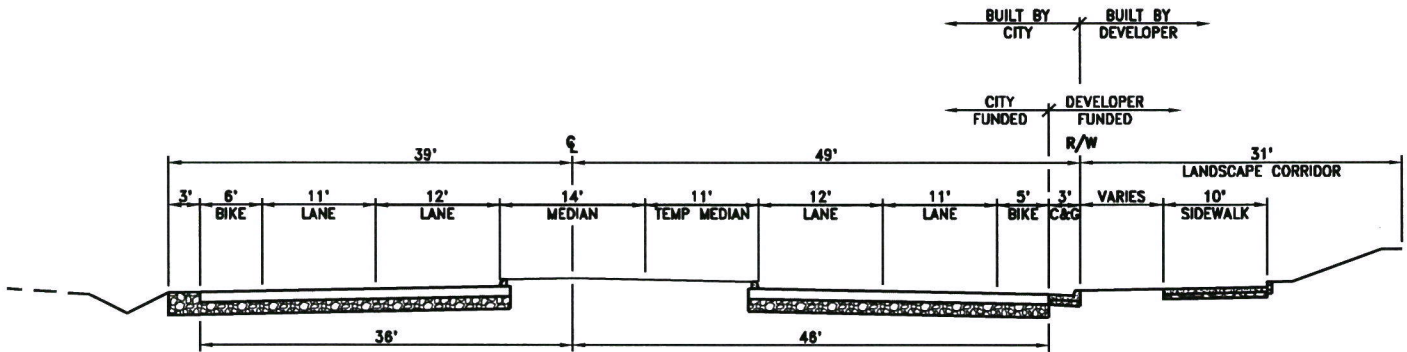
WHITE ROCK ROAD - RANCHO CORDOVA PARKWAY TO ALTA VISTA (ELLIOTT) BOUNDARY

ELLIOTT HOMES

RANCHO CORDOVA

CALIFORNIA

MAY 4, 2021

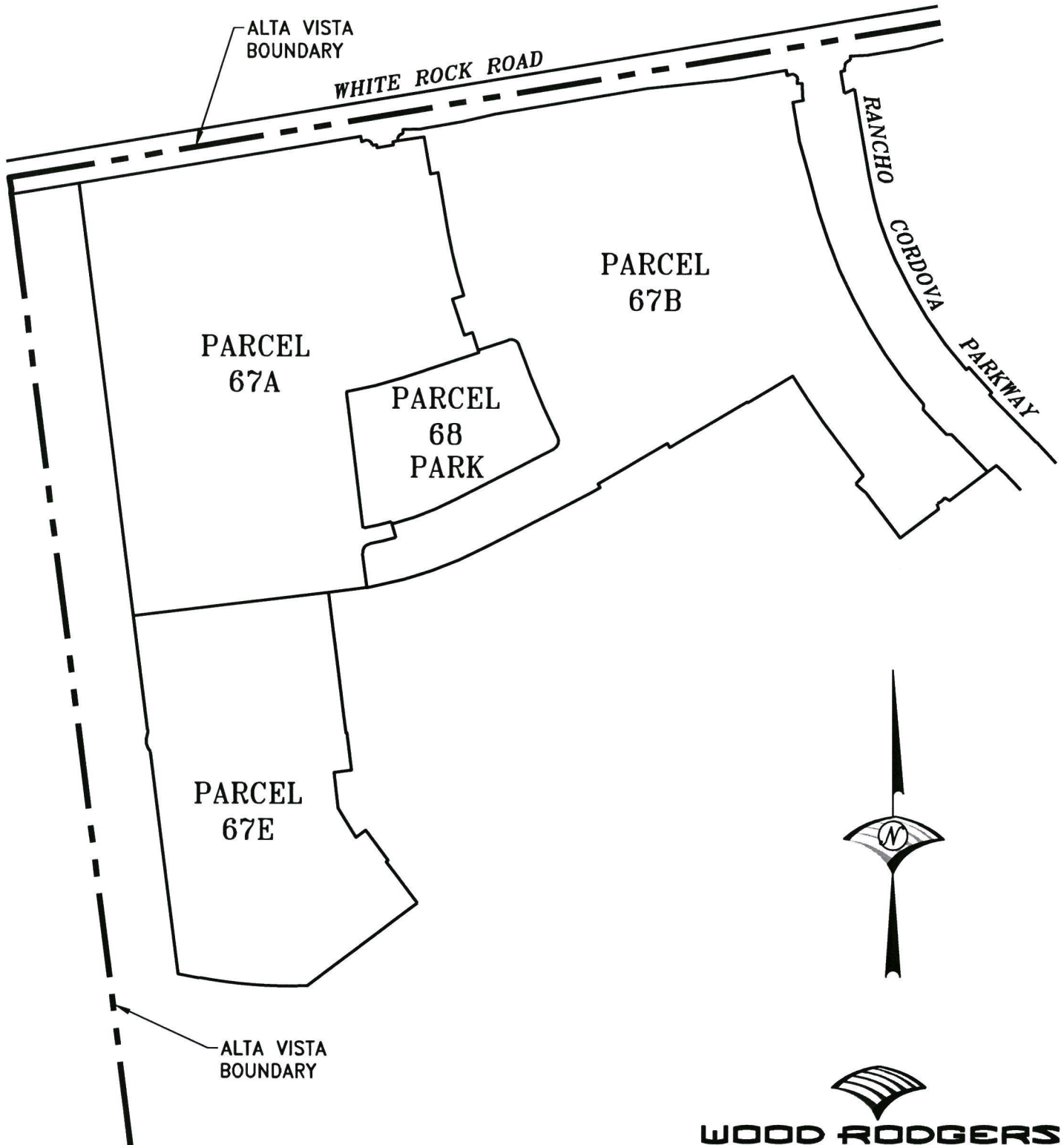


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EXHIBIT D
**DEPICTION OF PARCELS
67A, 67B & 67E**



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