

Recording Requested By:

Aerojet-General Corporation

When Recorded Mail To:

William S. Hunter
Hunter Richey Di Benedetto, LLP
Renaissance Tower
801 "K" Street, 23rd Floor
Sacramento, CA 95814

(Space above this line reserved for County Recorder's use.)

Assessor Parcel Number:

Documentary Transfer Tax:
Calculated upon full value

\$ _____.

GRANT DEED

[This Grant Deed serves as a form to be used as Aerojet conveys, from time to time, various portions of the carve-out lands to one or more of its affiliated companies. Any number of conveyances may be made, and they may be recorded at any time after the Declarations are recorded, provided that this form of deed is the only form of deed to be used to effect any such conveyance. Variations shall be made in the exact language used in portions of this form depending upon circumstances. All such permitted variations are noted in bold, bracketed notes such as this one.]

The undersigned, **AEROJET-GENERAL CORPORATION**, an Ohio corporation ("**Grantor**"), hereby grants to **AEROJET INVESTMENTS, LTD**, a California corporation ("**Grantee**") [**or the Grantee may be some other wholly owned subsidiary of Aerojet or GenCorp.**], that certain real property (the "**Real Property**") located in the unincorporated area of the County of Sacramento (the "**County**"), State of California, described particularly in **Exhibit "A"** attached hereto and incorporated herein by this reference, with the following exceptions, reservations, notices, restrictions, covenants, and easements:

A. EXCEPTING AND RESERVING unto Grantor, 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 (the "**Mineral Estate**"); and

B. EXCEPTING AND RESERVING unto Grantor, 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 (the "**Hydrocarbon Estate**"); and

C. **EXCEPTING AND RESERVING** unto Grantor, all water and rights to water lying below the surface of the Real Property, including, but not limited to, all rights of access to such water (the **“Water Estate”**);

D. **PROVIDED, HOWEVER**, that Grantor, in exercising rights and powers under the Mineral Estate, the Hydrocarbon Estate, and the Water Estate (collectively, the **“Reserved Estates”**), shall not have the right or power, 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, except as allowed by the Reserved Ground Water Easement (as defined in section G below);

E. **PROVIDED, FURTHER**, that Grantor and Grantee agree that the conveyance of title effected by this Grant Deed (this **“Grant Deed”**) is made and accepted subject to the following Notices and Restrictions (as defined in section F below), the Reserved Ground Water Easement (as defined in section G below), the Reserved Access and Utilities Easement (as defined in section H below), the Subdivision Procedures (as defined in section I below), and the Additional Covenants (as defined in section J below):

F. **NOTICES AND RESTRICTIONS.** By acceptance of this Grant Deed, Grantee acknowledges receipt of, and agrees to comply with, the following notices, covenants, and restrictions (collectively, the **“Notices and Restrictions”**):

1. Recorded Declaration. All those certain covenants, conditions, restrictions, and other provisions, including, but not limited to, the “Environmental Restrictions” and the “Covenantees’ Right of Access,” as defined and set forth in that certain Declaration of Covenants and Environmental Restrictions Related to Groundwater (the **“Declaration”**) recorded in the County’s Official Records (the **“Official Records”**) on _____, 200____, as Document Number _____; and

[The foregoing paragraph 1 must be modified for any conveyance of land within the non-residential area to refer to the other Declaration, the title to which does not include the words “Related to Groundwater.” Note that each Declaration will have its own recording information, i.e., recording date and document number in the Official Records.]

2. Notice. As required by the Declaration, and in accordance with California Health and Safety Code section 25359.7, Grantee is hereby notified that the groundwater underlying the Real Property contains “hazardous materials,” as that term is defined in section 25260 of the California Health and Safety Code, “waste,” as that term is defined in section 13050 of the California Water Code, and “hazardous substances,” as that term is defined in section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act.

[The foregoing paragraph 2 must be modified for any conveyance of land within the non-residential area by adding the following sentence: Grantee is hereby further notified that there may be chemicals in soil gas as disclosed in the Declaration.]

G. **THE RESERVED GROUND WATER EASEMENT.** Grantor hereby reserves, and Grantee, by acceptance of this Grant Deed, hereby agrees that title to the Real Property, as hereby conveyed, is subject to, the following easement (the **“Reserved Ground Water Easement”**), which Reserved Ground Water Easement is intended for the benefit of, and shall be appurtenant to, the Water Estate:

1. The Ground Water Easement Area. The Reserved Ground Water Easement is reserved with respect to, and encumbers the following described area (the “**Ground Water Easement Area**”):

(a) Currently. As of the date of this Grant Deed, and continuing until constricted as set forth in subpart (b) of this paragraph 1, all of the Real Property shall be the Ground Water Easement Area; and

(b) In the Future. As of recordation in the Official Records of each Final Map (as defined below) that subdivides any portion of the Real Property (a “**Subdivided Portion**”), then, within the area of that Subdivided Portion, only the Permanent Roadways (as defined below) and Well Lots (as defined below), if any, and the Creeks and Ditches (as defined below), if any, as shown on that Final Map shall, collectively, be the Ground Water Easement Area, all as set forth in paragraph 3 of section I of this Grant Deed.

2. Mutual Use and Improvement. The Reserved Ground Water Easement is non-exclusive. The Ground Water Easement Area shall be used and improved mutually and reasonably by Grantor, Grantee, and their respectively authorized employees, agents, representatives, contractors, and other invitees, as follows:

[Whenever Aerojet is not using Section H of this form of grant deed, then the following subpart (a) can be modified to delete the reference therein to “Private Access Roads.”]

(a) Grantee’s Control. Grantee, as the fee owner of the Ground Water Easement Area, shall have the right and power to use, subdivide, change, improve, and generally deal with and control the Ground Water Easement Area and all improvements located thereon, including, but not limited to, the Private Access Roads (as defined below), in any manner whatsoever as Grantee may choose from time to time, so long as such use, subdivision, change, improvement, or other exercise of control:

(1) Accommodate Grantor’s Uses. Shall reasonably accommodate and not unreasonably interfere with, hinder, or impede Grantor’s Authorized Ground Water Activities (as defined below); provided that:

(2) The County as Successor. Upon the County’s acceptance of any offer of dedication of Permanent Roadways, said fee title and Grantee’s said control of the Ground Water Easement Area as set forth in this subpart (a) shall, except for any Well Lots and Creeks and Ditches, pass to the County as Grantee’s successor in title, and thereafter the County’s uses of the Permanent Roadways will be the Roadway and Utility Uses (as defined below), subject to all of the terms and conditions of this Grant Deed; and

(b) Grantor’s Rights. Grantor, as the owner of the Reserved Ground Water Easement,

(1) Reasonable Use. May reasonably use the Ground Water Easement Area for the Authorized Ground Water Activities; provided that:

(2) Accommodate Grantee’s Rights. By engaging in Authorized Ground Water Activities, Grantor shall reasonably accommodate and not

unreasonably interfere with, hinder, or impede exercise by Grantee of its rights as the fee owner as set forth in subpart (a) of this paragraph 2.

3. The Authorized Ground Water Activities. The following specific activities, as well as necessarily related and incidental activities, and no other activities, are allowed to Grantor and its authorized employees, agents, representatives, contractors, and other invitees, within the Ground Water Easement Area (collectively, the “**Authorized Ground Water Activities**”):

(a) Wells and Pipelines. To install, construct, improve, operate, maintain, repair, remove, and replace, from time to time, and to have access to and from, wells, pumping stations, equipment, pipelines, and related facilities, designed for the monitoring, extraction, removal, transport, injection, or recharge of ground water (collectively, the “**Wells, Pipelines, and Related Facilities**”);

(b) Power and Other Utility Services. To install, construct, improve, operate, maintain, repair, remove, and replace, from time to time, and to have access to and from, transmission lines and other related facilities to bring electric power to the Wells, Pipelines, and Related Facilities; and

(c) Creeks and Ditches. To use, for the discharge of ground water, and to have access to and from, all creeks, ditches, and other channels located on the Real Property, from time to time, or any portion thereof, whether natural or artificial, that drain, are used for the drainage of, or are designed to drain, surface waters (collectively, the “**Creeks and Ditches**”).

4. Wells and Pipelines. All Wells, Pipelines, and Related Facilities, as well as electric power thereto, and all other improvements made pursuant to the Authorized Ground Water Activities shall be underground to the maximum extent possible, but may, if necessary, be situated above ground in meridians or other areas that are not expected to be used directly by vehicles or pedestrians when the Roadway and Utility Uses (as defined below) commence.

5. Proof of Clear Title. If, at any time, and from time to time, Grantee, as owner of a Lot or Parcel (as defined below), or any person having an interest in, or encumbrance upon, a Lot or Parcel, as shown in the Official Records, shall request written certification or other reasonable method of proof that the Reserved Ground Water Easement does not (or the extent to which it does) limit use of, encumber, or otherwise affect that Lot or Parcel, Grantor agrees to cooperate promptly and to provide such fully executed and acknowledged instruments or documents as may be appropriate and reasonable under the circumstances for that purpose; provided Grantee or such other person shall first provide reasonable proof of such ownership, interest, or encumbrance, such as, but not limited to, a current title report issued by a reputable title company and, if necessary, an appropriate current survey map prepared by a licensed surveyor or engineer.

6. Duration. The Reserved Ground Water Easement shall continue in perpetuity.

[The following section H may be used whenever there are access and utility easements to be reserved over the land being conveyed. For areas on which Aerojet has no need to reserve access and utility easements, section H may be deleted from the deed used for the conveyance. Moreover, Aerojet may modify the following section H as may be appropriate to suit the situation of any parcel being

conveyed since the agencies have little or no interest in these strictly private easements.]

H. RESERVED ACCESS AND UTILITIES EASEMENT. Grantor hereby reserves, and Grantee, by acceptance of this Grant Deed, hereby agrees that title to the Real Property, as hereby conveyed, is subject to, the following easement (the **“Reserved Access and Utilities Easement”**), which Reserved Access and Utilities Easement is intended for the benefit of, and shall be appurtenant to, Grantor’s neighboring property described in **Exhibit “B”** attached hereto and incorporated herein by this reference (the **“Neighboring Property”**):

1. The Access and Utilities Easement Area. The Reserved Access and Utilities Easement is reserved with respect to, and encumbers the following described area (the **“Access and Utilities Easement Area”**):

(a) Currently. As of the date of this Grant Deed, and continuing until constricted as set forth in subpart (b) of this paragraph 1, the Access and Utilities Easement Area consists of:

(1) Private Access Roads. Those portions of the Real Property as are, from time to time, improved as private roads, whether those portions are simply graded or surfaced with rock, asphalt, concrete, or other surfacing, to the extent that such private roads can be, from time to time, useful to Grantor and its employees, agents, representatives, contractors, and other invitees for ingress and egress to, from, and among the various portions of the Neighboring Property and adjacent public streets (the **“Private Access Roads”**); and

(2) Existing Utilities Locations. Those portions of the Real Property on which physical improvements, such as pipelines, cabling, wires, conduits, and other facilities, designed to transport natural gas, electricity, water, and other utility services to the Neighboring Property, exist as of the date of this Grant Deed, together with a reasonable amount of area for access thereto (the **“Existing Utilities Locations”**); provided that:

(3) Relocation or Replacement. Grantee shall have the right and power, with respect to any portion of the Existing Utilities Locations, at any time, and at Grantee’s sole cost and expense, after no less than sixty (60) days’ prior notice to Grantor, and with reasonable consultations with Grantor, to relocate or replace at another location on or near the Real Property, all or some of the improvements and facilities therein designed for the Provision of Utility Services (as defined below), and upon such relocation or replacement, that portion of the Existing Utilities Locations shall no longer be part of the Access and Utilities Easement Area; and

(b) In the Future. As of recordation in the Official Records of each Final Map (as defined below), then, within that Subdivided Portion (as defined below), only the Permanent Roadways (as defined below) and the Existing Utilities Locations, as shown on that Final Map, shall be the Access and Utilities Easement Area, as set forth in paragraph 3 of section I of this Grant Deed, subject to Grantee’s right and power of relocation or replacement under subpart (3) of subpart (a) of this paragraph 1.

2. Mutual Use and Improvement. The Reserved Access and Utilities Easement is non-exclusive. The Access and Utilities Easement Area shall be used and maintained mutually and reasonably by Grantor and Grantee, and their respectively authorized employees, agents, representatives, contractors, and other invitees, as follows:

(a) Grantee's Control. Grantee, as the fee owner of the Access and Utilities Easement Area, shall have the right and power to use, subdivide, change, improve, and generally deal with and control the Access and Utilities Easement Area and all improvements located thereon, including, but not limited to, the Private Access Roads, in any manner whatsoever as Grantee may choose from time to time, so long as such use, subdivision, change, improvement, or other exercise of control:

(1) Accommodate Grantor's Uses. Shall reasonably accommodate and not unreasonably interfere with, hinder, or impede the Authorized Access and Utilities Activities (as defined below); provided that:

(2) The County as Successor. Upon the County's acceptance of any offer of dedication of Permanent Roadways, said fee title and Grantee's said control of the Access and Utilities Easement Area as set forth in this subpart (a) shall pass to the County as Grantee's successor in title, and thereafter the County's uses of the Permanent Roadways will be the Roadway and Utility Uses (as defined below), subject to all of the terms and conditions of this Grant Deed; and

(b) Grantor's Rights. Grantor, as the owner of the Reserved Access and Utilities Easement,

(1) Reasonable Use. May reasonably use the Access and Utilities Easement Area for the Authorized Access and Utilities Activities; provided that:

(2) Accommodate Grantee's Rights. By engaging in Authorized Access and Utilities Activities, Grantor shall reasonably accommodate and not unreasonably interfere with, hinder, or impede exercise by Grantee of its rights as the fee owner as set forth in subpart (a) of this paragraph 2.

3. The Authorized Access and Utilities Activities. With reasonable accommodation to Grantee's rights of control as set forth in subpart (a) of paragraph 2 of this section H, the following specific activities, as well as necessarily related and incidental activities, and no other activities, are allowed to Grantor and its authorized employees, agents, representatives, contractors, and other invitees within the Access and Utilities Easement Area (collectively, the "**Authorized Access and Utilities Activities**"):

(a) Ingress and Egress. To have ingress and egress to, from, and among all portions of the Neighboring Property and adjacent public streets over the Private Access Roads and over the Permanent Roadways;

(b) Provision of Utility Services. To provide, or allow for the provision of, various public utilities, such as, but not limited to, electric power, natural gas, and drinking water, whether provided by private companies or public entities, for the benefit of the Neighboring Property and every portion thereof (collectively, the "**Provision of Utility Services**"), but only within the Existing Utilities Locations and within the Permanent Roadways; and

(c) Maintenance and Replacement. Within the Existing Utilities Locations and within the Permanent Roadways, to install, construct, improve, operate, maintain, repair, remove, and replace, from time to time, all improvements and facilities designed for the

Provision of Utility Services, except that, after any portion of the Existing Utilities Locations becomes part of a Subdivided Portion, then, with respect to that portion:

(1) New or Additional Improvements. Grantor shall have no right to install or construct new or additional improvements or facilities, but must install or construct such new or additional improvements or facilities within the Permanent Roadways; and

(2) Replacement of Improvements. If Grantor desires to replace existing improvements or facilities, then, whenever reasonably practical, such replacement improvements or facilities shall be located within the Permanent Roadways.

4. Repair and Maintenance. All costs and expenses incurred for repairing and maintaining the Access and Utilities Easement Area shall be paid by Grantor and Grantee proportionately according to the extent of their respective uses of the Access and Utilities Easement Area. Neither Grantor nor Grantee shall be required to pay or contribute to any cost or expense incurred by the other to improve the Access and Utilities Easement Area or to extend or supplement any of the Private Access Roads or improvements or facilities designed for the Provision of Utility Services.

5. Proof of Clear Title. If, at any time, and from time to time, Grantee, as owner of a Lot or Parcel (as defined below), or any person having an interest in, or encumbrance upon, a Lot or Parcel, as shown in the Official Records, shall request a written certification or other reasonable method of proof that the Reserved Access and Utilities Easement does not (or the extent to which it does) limit use of, encumber, or otherwise affect that Lot or Parcel, Grantor agrees to cooperate promptly and to provide such fully executed and acknowledged instrument or document as may be appropriate and reasonable under the circumstances for that purpose; provided Grantee or such other person shall first provide reasonable proof of such ownership, interest, or encumbrance, such as, but not limited to, a current title report issued by a reputable title company and, if necessary, an appropriate current survey map prepared by a licensed surveyor or engineer.

6. Duration. The Reserved Access and Utilities Easement shall continue in perpetuity, except that, if Grantee ever requests in writing of Grantor an appropriate quitclaim deed (the form of which shall be provided by Grantee) that will extinguish the Reserved Access and Utilities Easement for any Subdivided Portion, Grantor shall execute, acknowledge, and deliver such quitclaim deed in form acceptable for recordation in the Official Records if Grantor cannot or does not promptly provide to Grantee a written statement of good reasons why Grantor must continue to hold that portion of the Reserved Access and Utilities Easement to protect Grantor's legitimate interests.

I. SUBDIVISIONS AND BOUNDARY LINE ADJUSTMENTS. The following terms and conditions shall apply to, and govern, any subdivision or boundary line adjustment respecting the Real Property or any portion thereof:

1. Subdivisions. In accordance with the California Subdivision Map Act (the "**Map Act**"), and in accordance with the County's ordinances and procedures adopted pursuant to the Map Act (collectively, the "**Local Subdivision Requirements**"), Grantee is planning to subdivide the Real Property into various separate lots and parcels (collectively, the "**Lots and Parcels**"). Subdivision of the Real Property will occur in phases, with each final subdivision map, as defined in the Map Act (a "**Final Map**"), subdividing only a portion of the Real Property. Whether there will be a single tentative subdivision map, as defined in the Map Act (a "**Tentative**

Map”), or multiple Tentative Maps is not known as of the date of this Grant Deed. With respect to the preparation, processing with the County, and recordation in the Official Records of Tentative Maps and Final Maps (collectively, “**Subdivision Maps**”) for the Real Property or any portion thereof, the following requirements and procedures (collectively, the “**Subdivision Procedures**”) shall apply:

(a) Grantor Approval of Tentative Maps. Prior to submission to the County of a Tentative Map respecting any portion of the Real Property, such Tentative Map shall be presented to Grantor for its review and written approval of the location, configuration, and size of:

(1) Those portions of the Real Property shown on such Tentative Map as designated to serve as permanent roadways to be offered for dedication to the County, including both areas for vehicular travel and contiguous areas, if any, for meridians and pedestrian sidewalks (collectively, the “**Permanent Roadways**”); and

(2) Any Lots or Parcels on which any Wells, Pipelines, and Related Facilities are located (collectively, “**Well Lots**”) and Creeks and Ditches shown on that Tentative Map; provided that:

(3) No other parts of any Tentative Map shall be subject to such review and approval by Grantor;

(b) Submittal to the County. No Tentative Map for any portion of the Real Property shall be submitted to the County for approval unless and until it has been approved in writing by Grantor in the manner required by subpart (a) of this paragraph 1, which approval shall not be unreasonably withheld, conditioned, or delayed;

(c) The County’s Notice List. Grantee shall arrange for Grantor to be included on all lists maintained by the County of persons to whom the County shall send notices of hearings and other matters concerning the processing of Subdivision Maps for the Real Property or any portion thereof;

(d) No Variance on Final Maps. No Final Map for any portion of the Real Property shall be different than its precedent Tentative Map as approved by Grantor with respect to the location, configuration, or size of Permanent Roadways, Well Lots, if any, and Creeks and Ditches, if any, shown thereon unless Grantor has approved in writing such difference, which approval shall not be unreasonably withheld, conditioned, or delayed;

(e) Further Subdivision. If and when a Final Map with respect to any portion of the Real Property is recorded in the Official Records, then, for any further subdivision of that Subdivided Portion, Grantee shall not be required to comply with any of the Subdivision Procedures so long as such further subdivision does not alter the location, configuration, or size of any of the Permanent Roadways, Well Lots, if any, or Creeks and Ditches, if any, located within that Subdivided Portion; and

(f) No Waiver of Rights. Nothing in subpart (a) of this paragraph 1 or any other provision of this Grant Deed limits, or shall be construed to limit, in any way, the statutory, administrative, and constitutional rights of Grantor to participate in any and all public hearings conducted by the County with respect to, and to provide to the County, whether at a

hearing or otherwise, any comments or suggestions that Grantor may want to offer concerning, any Subdivision Map for the Real Property or any portion thereof.

2. Boundary Line Adjustments. In accordance with the Map Act, and in accordance with the Local Subdivision Requirements, Grantee may elect, from time to time, to do boundary line adjustments for separate legal parcels into which portions of the Real Property are, from time to time, already subdivided. With respect to Boundary Line Adjustments:

(a) Application of the Subdivision Procedures. If any boundary line adjustment affecting any portion of the Real Property would alter the location, size, or configuration of any Permanent Roadway, any Well Lot, or any Creeks and Ditches, then that boundary line adjustment shall be deemed to be a subdivision governed by the Subdivision Procedures. Other boundary line adjustments are not governed by the Subdivision Procedures except that Grantee may, at its option, elect to have any boundary line adjustment governed by the Subdivision Procedures, which election shall be done in the form of written notice from Grantee addressed to Grantor; and

(b) Treated as a Subdivision. Upon the giving of any such written notice, then, for all purposes of this Grant Deed, Grantor and Grantee shall be bound by the obligations and shall enjoy the rights, powers, and benefits respecting such boundary line adjustment the same as would apply if Subdivision Maps were being used, including, but not limited to, the following results:

(1) Deemed Lots and Parcels. The reconfigured parcels, as set forth in the Boundary Line Adjustment, shall be deemed Lots and Parcels under the provisions of this Grant Deed;

(2) Deemed Subdivided Portion. That portion of the Real Property affected by the Boundary Line Adjustment shall be deemed a Subdivided Portion; and

[Whenever section H of this form of grant deed is not being used, then the reference to the “Access and Utilities Easement Area” set forth in the following subpart (3) may be deleted.]

(3) Constriction of Easement Areas. The Ground Water Easement Area and the Access and Utilities Easement Area shall, with respect to that portion of the Real Property, become constricted as set forth in paragraph 3 of this section I.

3. Effect of Final Maps. Notwithstanding the other provisions of this section I or any other provision of this Grant Deed, when and if a Final Map respecting any portion of the Real Property is recorded in the Official Records, then, and from and after such recordation, with respect to that Subdivided Portion:

(a) Constriction of Ground Water Easement. The Reserved Ground Water Easement shall encumber only, and the burdens thereof shall be confined to, those portions of that Subdivided Portion designated on such Final Map as Permanent Roadways and those portions or all of any Well Lot or Well Lots or Creeks and Ditches designated on such Final Map, and shall no longer encumber any other part of that Subdivided Portion;

[Whenever Aerojet is not using Section H of this form of grant deed, then the following subpart (b) can be deleted from that particular deed.]

(b) Constriction of Reserved Access and Utilities Easement. The Reserved Access and Utilities Easement shall encumber only, and the burden thereof shall be confined to, those portions of the Subdivided Portion designated on such Final Map as Permanent Roadways and to the Existing Utilities Locations (as relocated and replaced, if any relocation and replacement has occurred, as provided in paragraph 1(a)(3) of section H, above), and shall no longer encumber any other part of that Subdivided Portion; and

[Whenever Aerojet is not using Section H of this form of grant deed, then the following subpart (c) can be modified to delete the reference to the “Reserved Access and Utilities Easement.”]

(c) Automatic Effect. Such constriction of the areas encumbered by the Reserved Ground Water Easement and the Reserved Access and Utilities Easement shall happen automatically, without the need for any further instrument or document, for that Subdivided Portion, the moment the Final Map therefor is recorded in the Official Records. Nonetheless, Grantor shall, if requested to do so, confirm such constrictions by executing, acknowledging, and delivering, in form recordable in the Official Records, such instruments and documents as may be reasonably requested to constitute such confirmation.

J. ADDITIONAL COVENANTS. The following additional covenants (collectively, the “**Additional Covenants**”) supplement all of the other provisions of this Grant Deed and apply to, are binding upon, and benefit Grantor and Grantee (collectively, the “**Parties**”) mutually:

1. Roadway and Utility Uses. Grantor and Grantee agree that:

(a) Definition of Roadway and Utility Uses. Permanent Roadways will be used by and for vehicles and pedestrians to cross the Real Property and for ingress and egress to, from, and among the Lots and Parcels and public streets adjacent to the Real Property and for utility lines, including, but not limited to, sewer, telephone, cable television, natural gas, electricity, and water, as well as incidental uses related thereto, such as, but not limited to, traffic signals, manholes, vaults, signs, transformers, pipelines, valves, meters, switches, hydrants, sprinkler controls, conduits, coverings, berms, fences, lighting, landscaping, and related facilities (collectively, the “**Roadway and Utility Uses**”), regardless when or whether any offers of dedication thereof are accepted by the County; and

(b) Reasonable Accommodation. The Roadway and Utility Uses, whether public or private, shall reasonably accommodate and not unreasonably interfere with, hinder, or impede Grantor’s rights of use of Permanent Roadways as authorized by the Reserved Ground Water Easement.

2. Flexibility and Cooperation Respecting Well and Pipeline Locations. Grantor anticipates having flexibility in planning for, choosing, and approving sites for Wells, Pipelines, and Related Facilities, and therefore:

(a) General Confinement to Roadways. Grantor has determined that such sites, as well as access to and from such sites, can be confined generally, but not necessarily exclusively, to Permanent Roadways, given the quantity of area for Permanent Roadways expected by the Parties to be set forth on Subdivision Maps; and

(b) Cooperation. Grantor and Grantee agree to cooperate fully, promptly, and reasonably with each other in their consultations and decisions about planning for, choosing, and approving the placement of Wells, Pipelines, and Related Facilities, all for the purpose of accomplishing their respective goals as contemplated by this Grant Deed.

3. Minimizing Interference with Development. Grantor agrees to cooperate reasonably with Grantee and with each other in connection with Grantee's efforts to maximize the number Wells, Pipelines, and Related Facilities positioned entirely within the Permanent Roadways, and to minimize (possibly to zero) the number of Wells, Pipelines, and Related Facilities that encumber any Lot or Parcel. Such cooperation shall include, but not be limited to, consultations among the Parties prior to the installation of any Wells, Pipelines, and Related Facilities that do not exist on the Real Property prior to the date of this Grant Deed.

4. Recitals of Facts and Representations. Each of the Parties hereby represents and warrants that it knows of nothing indicating that any of the statements of fact or representations set forth in this Grant Deed is false, incomplete, or misleading as written and believes that all of said statements of fact and representations are accurate, complete, and not misleading as written.

5. Municipal Incorporation. If all or any portion of the Real Property becomes incorporated as a city or becomes annexed to a city, then, and from and after such date of incorporation or annexation, all references in this Grant Deed to "the County" with respect to Subdivision Maps, offers of dedication of Permanent Roadways, and other matters shall be deemed to be references to such city.

6. Covenants Running with the Land. All of the terms and conditions set forth in this Grant Deed are intended to be covenants running with the land that shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Each reference in this Grant Deed to Grantor and Grantee shall be deemed to include reference also to their respective successors and assigns, except that, in section I, above, dealing with subdivisions and boundary line adjustment, and in paragraphs 2 and 3 in this section J, all references to Grantor mean Grantor personally and do not refer to Grantor's successors in title to the Real Property or the Neighboring Property or any portion of either.

7. No Admission of Responsibility for Ground Water Contamination. Nothing in this Grant Deed shall be construed: (a) to impose upon Grantor or Grantee, or to constitute an assumption by Grantor or Grantee of, any responsibility for the characterization, analysis, monitoring, or clean-up of the contamination that may exist in ground water underlying the Real Property; or (b) as an admission or acknowledgment that Grantor or Grantee is a person responsible for such characterization, analysis, monitoring, or clean-up of any such contamination.

8. Reasonableness. The Parties agree to be fair and reasonable with each other in the timely performance of all obligations and exercise of all of the rights and powers under, or related to, this Grant Deed, keeping in mind and reasonably attempting to promote their respective purposes in executing, delivering, accepting, approving, and recording this Grant Deed and all of its provisions.

9. Severability of Provisions. If any provision of this Grant Deed is unenforceable, it shall be deemed not a part of this Grant Deed, and the other remaining provisions shall remain fully enforceable and shall be interpreted to accomplish, as closely as may be lawful, the intentions of the Parties as expressed by the entirety of this Grant Deed.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the date set forth opposite Grantor's signature below, which date shall be deemed **"the date of this Grant Deed"**, as that phrase is used herein.

Date: _____.

AEROJET-GENERAL CORPORATION,
an Ohio corporation

By: _____

Terrance P. Griffin

Its: Director of Real Estate

[Whenever Aerojet is not using Section H of this form of grant deed, then the following Acceptance of Grant Deed can be modified to delete the reference to the "Reserved Access and Utilities Easement."]

ACCEPTANCE OF GRANT DEED

Effective as of the recordation of the foregoing Grant Deed in the Official Records (as defined therein), **AEROJET INVESTMENTS, LTD**, a California corporation, as the "Grantee" identified in the said Grant Deed, hereby accepts said Grant Deed and the conveyance of title effected thereby, subject to all of the terms, conditions, notices, rights, powers, obligations, exceptions, reservations, restrictions, covenants, and other matters set forth in said Grant Deed, including, but not limited to, the Reserved Estates, the Notices and Restrictions, the Reserved Ground Water Easement, the Reserved Access and Utilities Easement, the Subdivision Procedures, and the Additional Covenants (all as defined therein).

Date: _____.

AEROJET INVESTMENTS, LTD,
a California corporation

By: _____

Terrance P. Griffin

Its: President

[or the Grantee may be some other wholly owned subsidiary of Arojet or GenCorp.]

Acknowledgment

State of California)
)
County of _____) ss.

On _____ [date] before me, _____ [name of notary], personally appeared _____, personally known to me, or 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.

WITNESS my hand and official seal.

(seal)

Notary Public

Acknowledgment

State of California)
)
County of _____) ss.

On _____ [date] before me, _____ [name of notary], personally appeared _____, personally known to me, or 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.

WITNESS my hand and official seal.

(seal)

Notary Public

EXHIBIT "A"
(Legal Description of the Real Property)

Exhibit "B"

(Legal Description of the Neighboring Property)

[This Exhibit "B" is not attached whenever section H in this form of grant deed is not being used.]