

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

---

**RECIPROCAL EASEMENT DECLARATION**

This Reciprocal Easement Declaration (this “Declaration”) is made as of July \_\_, 2020 by THE SUCCESSOR AGENCY TO THE FAIRFIELD REDEVELOPMENT AGENCY, a Public Body, Corporate and Politic (“Successor Agency”) and GREEN VALLEY LAND, LLC, a Delaware limited liability company (“Green Valley” and, collectively together with Successor Agency, “Declarant”).

RECITALS:

This Declaration is entered into upon the basis of the following facts, understanding and intentions of the parties:

A. Successor Agency is the owner of all that certain real property located in the City of Fairfield, County of Solano, State of California, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference thereto, which real property comprises three parcels of land commonly known and referred to as Lot A (“Lot A”), Lot B (“Lot B”) and Lot C (“Lot C”, and, together with Lot A and Lot B, collectively the “Successor Agency Lots”).

B. Green Valley is the owner of all that certain real property located in the City of Fairfield, County of Solano, State of California, more particularly described in **Exhibit B** attached hereto and incorporated herein by reference thereto, which real property comprises one parcel of land commonly known and referred to as Lot 4 (“Lot 4” and, together with the Successor Agency Lots, collectively the “Lots”).

C. Pursuant to the Parcel Map (as such term is defined on **Exhibit A** hereto, hereinafter the “Parcel Map”), Successor Agency has created various easements over a portion of Lot B for the benefit of Lot C and over a portion of Lot A for the benefit of Lots B, C and 4. As a condition of the recordation of the Parcel Map, the City of Fairfield is requiring the creation of private access, emergency vehicle access (EVA) and private maintenance easements over a portion of Lot 4 for the benefit of Lots A, B and C.

D. Green Valley intends to acquire title to Lot A subject to certain private access, emergency vehicle access (EVA), private maintenance and other easements over portions of Lot A and to thereafter convey the same, with the consent of Successor Agency, to the City of Fairfield, a Public Body, Corporate and Politic (“City”).

E. Green Valley also intends to acquire title to Lot C and certain private access, emergency vehicle access (EVA), private maintenance and other easements over portions of Lots A and B and to thereafter convey the same, with the consent of Successor Agency, to Green Valley Apartments, LLC, a Delaware limited liability company ("GVA").

F. Declarant intends that Lots A, B, C and 4 be developed and improved, pursuant to, and desires and intends to subject the Lots to certain covenants, conditions and restrictions, and to provide certain among the Lots, all for the benefit of the Lots, Declarant, the owners of the Lots (each, an "Owner" and collectively the "Owners") and their respective tenants, other occupants and permitted users of the Lots.

NOW, THEREFORE, Declarant hereby declares that the Lots are and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and limitations hereinafter set forth, all of which are declared to be in furtherance of a plan for the development of the Lots and the subsequent lease or sale of the Lots, or any part thereof, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. All covenants, conditions, restrictions and limitations shall run with the land and every part thereof and interest therein shall be for the benefit of and bind all parties having or acquiring any right, title, interest or estate in the Lots or any part thereof, and shall inure to the benefit of and bind each and every successor in interest of the owners thereof.

1. Easements. Any conveyance of any portion of the Property shall include the following appurtenant easements:

(a) Easements Over Lot A: Exclusive easements over, upon, along, through, across, above and under that portion of Lot A described on Exhibit C-1 attached hereto and incorporated herein by reference thereto and depicted as "Area 1" on Exhibit D attached hereto and incorporated herein by reference thereto (the "Lot A Driveway"), for the following purposes only:

(i) ingress and egress of private vehicles and pedestrians to and from Lots B and 4;

(ii) egress of private vehicles from Lot C and ingress and egress of pedestrians to and from Lot C;

(iii) ingress and egress of emergency vehicles to and from Lots B, C and 4;

(iv) private drainage and private electrical facilities associated with the Lot A Driveway;

(v) underground storm drainage from the Lot B Driveway (defined below) and from the Drainage Area (defined below) to Business Center Drive;

(vi) minor encroachments onto the property adjoining the Lot A Driveway of curbing, gutters, lighting fixtures, directional signage and/or sidewalks that may occur in connection with the construction, maintenance and repair of improvements within the Lot A Driveway;

(vii) the construction, installation, maintenance, repair and replacement within the Lot A Driveway of curb, gutter, driveway and sidewalk improvements (collectively, "Driveway Improvements"), electrical facilities, pipes, lines, conduits and similar improvements (collectively, "Private Utility Improvements") associated in connection with the Driveway Improvements located on Lot A, and underground storm drainage pipes, lines and similar improvements for the storm drainage easement described in Section 1(a)(v); and

(viii) the construction, installation, maintenance, repair and replacement within that portion of the Lot A Driveway shown on the Parcel Map as a Traffic Signal Easement dedicated to the City of Fairfield of Traffic Signal Poles, Interconnect, Equipment, and related traffic signal improvements (collectively, "Traffic Signal Improvements").

All of the easements described in this Section 1(a) shall be appurtenant to Lots B, C and 4. The easement described in Sections 1(a)(i) through 1(a)(iii) may be used by the Owners of Lots B, C and 4 and their respective employees, agents, tenants, subtenants and other occupants, licensees and invitees, and the easements described in Sections 1(a)(iv) through 1(a)(viii), inclusive, may be used by the Owners of Lots B, C and 4.

(b) Easements Over Lot B.

Exclusive easements over, upon, along, through, across, above and under that portion of Lot B described on Exhibit E attached hereto and incorporated herein by reference thereto and depicted as "Area 2" and "Area 4" on Exhibit D hereto (the "Lot B Driveway"), for the following purposes only:

(i) ingress and egress of private vehicles and pedestrians to and from Lot A;

(ii) egress of private vehicles from Lot C and ingress and egress of pedestrians to and from Lot C, along with the right to install a gate and related improvements at the exit from Lot C onto the Lot B Driveway to limit access to and from Lot C;

(iii) ingress and egress of emergency vehicles to and from Lots A and C;

(iv) private drainage and private electrical facilities associated with the Lot B Driveway;

(v) underground storm drainage from the Lot B Driveway and from the Drainage Area to the storm drainage easement described in Section 1(a)(v);

(vi) minor encroachments onto the property adjoining the Lot B Driveway of curbing, gutters, lighting fixtures, directional signage and/or sidewalks that may occur in connection with the construction, maintenance and repair of improvements within the Lot B Driveway; and

(vii) the construction, installation, maintenance, repair and replacement of (A) Driveway Improvements within the Lot B Driveway, (B) Private Utility Improvements associated with the Driveway Improvements located on Lot B, (C) a bioswale and associate improvements (the “Bioswale Improvements”), and (D) underground storm drainage pipes, lines and similar improvements for the storm drainage easement described in Section 1(b)(v) (the “Storm Drainage Improvements”).

Exclusive easements over, upon, along, through that portion of Lot B described on **Exhibit F** attached hereto and incorporated herein by reference thereto and depicted as “Area 3” on **Exhibit D** attached hereto (the “Drainage Area”) for the following purposes only:

(viii) the drainage and retention of surface and subsurface water from the Lot B Driveway and the transmission of such water to underground pipes in the Lot B Driveway and the Lot A Driveway.

All of the easements described in this Section 1(b) shall be appurtenant to Lot C. The easement described in Sections 1(b)(i) through 1(b)(iii) may be used by the Owners of Lot C and their respective employees, agents, tenants, subtenants and other occupants, licensees and invitees, and the easements described in Sections 1(b)(iv) through 1(b)(viii), inclusive, may be used by the Owner of Lot C.

(c) Easements Over Lot 4 Exclusive easements over, upon, along, through, across, above and under that portion of Lot 4 described on **Exhibit G-1** attached hereto and incorporated herein by reference thereto and depicted on **Exhibit G-2** attached hereto and incorporated herein by reference thereto (the “Lot 4 Driveway” and, together with the Lot A Driveway and the Lot B Driveway, the “Driveways”), for the following purposes only:

(i) ingress and egress of private vehicles, pedestrians and emergency vehicles to and from Lots A, B and C;

(ii) private drainage and private electrical facilities associated with the Lot 4 Driveway;

(iii) minor encroachments onto the property adjoining the Lot 4 Driveway of curbing, gutters, lighting fixtures, directional signage and/or sidewalks that may occur in connection with the construction, maintenance and repair of improvements within the Lot 4 Driveway; and

(iv) the construction, installation, maintenance, repair and replacement of (A) Driveway Improvements within the Lot 4 Driveway, and (B) Private Utility Improvements associated with the Driveway Improvements located on Lot 4.

All of the easements described in this Section 1(c) shall be appurtenant to Lots A, B and C. The easement described in Section 1(c)(i) may be used by the Owners of Lots A, B and

C and their respective employees, agents, tenants, subtenants and other occupants, licensees and invitees, and the easements described in Sections 1(c)(ii) through 1(c)(iv), inclusive, may be used by the Owners of Lots A, B and C.

2. Parking Rights Denied. None of the Owners of the respective Lots nor their employees, agents, tenants, subtenants and other occupants, licensees and invitees, shall have any right to park vehicles of any type within the Driveways. Each Owner shall have a duty and responsibility to the other Owners to police and regulate the activities of their employees, agents, tenants, subtenants and other occupants, licensees and invitees in regard to parking so as to maintain the separate use of parking areas.

3. Construction.

(a) Construction. Any Owner of a Lot who desires to construct, or is required by the conditions to the development of its Lot imposed by the City of Fairfield, all or any portion of the Driveway Improvements, the Private Utility Improvements, the Bioswale Improvements, the Storm Drainage Improvements (collectively, the “Easement Improvements”) and the Traffic Signal Improvements may do so, provided that such construction shall be undertaken in accordance with the procedures set forth in Section 3(b) (the Owner undertaking such work being referred to herein as the “Performing Owner”).

(b) Construction Procedures. Whichever Owner who intends to construct and install any or all of the Easement Improvements and the Traffic Signal Improvements (the “Performing Owner”) shall, before commencing such work, shall provide written notice of its intent to so proceed (the “Notice of Intent to Construct”), which Notice of Intent to Construct shall be accompanied by the proposed plans and specifications for all of the work to each of the other Owners (each, a “Non-Performing Owner”). Each of the Non-Performing Owners shall have twenty (20) days after the giving of the Notice of Intent to Construct to give the Performing Owner written notice approve the plans and specifications for such work or providing comments or objections thereto, provided, however, that such consent shall not be unreasonably withheld, conditioned or delayed. If any Non-Performing Owner has any comments or objections it shall provide written notice to the Performing Owner within such twenty (20) day period and the Performing Owner and the Non-Performing Owners shall meet and confer to resolve such objections or comments. Failure of a Non-Performing to provide written objections or comments within such twenty (20) day period shall be deemed the approval of such Non-Performing Owner. The Performing Owner shall perform the construction of the Easement Improvements undertaken by it and Traffic Signal Improvements in accordance with the approved plans and specifications. Once the Performing Owner commences such construction it shall diligently pursue the construction and installation of the applicable Easement Improvements and the Traffic Signal Improvements to completion (subject to reasonable delays for weather conditions, acts of God, labor or material shortages or other conditions beyond the control of the Performing Owner). If any all mechanics liens are recorded against any of the Lots (excluding the Lot owned by the Performing Owner), the Performing Owner shall cause such liens to be promptly discharged or bonded against.

(c) Reimbursement for Traffic Signal Improvements. Reimbursement of the Performing Owner for the costs incurred by it in connection with the Traffic Signal Improvements shall be governed by a separate Reimbursement Agreement which will be entered

into by the owners of Lots B, C and 4 and the owner of other property benefitted by the Traffic Signal Improvements and are expressly not subject to reimbursement pursuant to this Declaration.

4. Maintenance.

(a) Responsibility For Routine Maintenance. Each Owner of a Lot shall be responsible for the routine maintenance of that portion of the Driveway situated within such Owner's Lot, including without limitation cleaning, re-striping and keeping the Driveway Improvements in a good and serviceable condition, all at such Owner's sole cost and expense. If an Owner fails to complete maintenance and repair as required by this Section 4(a) and such failure continues for ten (10) days after receipt of written notice of such default from another Owner to the defaulting Owner, the Owner so notifying the defaulting Owner may perform such maintenance and repair and the defaulting Owner shall reimburse the Owner performing such work for all costs and expenses so incurred by the performing Owner.

(b) Responsibility For Major Repairs of the Lot B Driveway. The Owners of each of Lot B and Lot C shall be jointly responsible for major repairs, resurfacing and replacement of the Driveway Improvements within the Lot B Driveway. One-half (1/2) of the cost of such work shall be borne by the Owner of Lot B and the other one-half (1/2) of such cost shall be borne by the Owner of Lot C, with the reimbursement of the Owner performing such work to be made by the other Owner for its share of such cost within thirty (30) days after written demand from the Owner performing such work.

(c) Responsibility For Major Repairs of the Lot A and Lot 4 Driveways. The Owners of each of Lot A, Lot B, Lot C and Lot 4 shall be jointly responsible for major repairs, resurfacing and replacement of the Driveway Improvements within the Lot A Driveway and the Lot 4 Driveway. Five percent (5%) of the cost of such work shall be borne by the Owner of Lot A, seventy percent (70%) of the costs of such work shall be borne jointly and severally by the Owner of Lot B and the Owner of Lot 4, and the remaining twenty-five percent (25%) of the cost of such work shall be borne by the Owner of Lot C, with the reimbursement of the Owner performing such work to be made by the other Owners within thirty (30) days after written demand from the Owner performing such work. The foregoing shares of the cost of such work may be revised by mutual agreement of all of the Owners and the City.

(d) Appurtenant and Perpetual Easements; Covenants Running With the Land. The easements described herein shall be perpetual and irrevocable, shall operate as covenants running with the land and shall be appurtenant to each Lot (as described above) and shall encumber each Lot (as described above) for the benefit of each other Lot. Accordingly, no easement or right herein set forth shall be transferable except upon or in connection with the sale of a portion of the Lot to which it is appurtenant. Subject to the foregoing, the easement rights and the terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and the holders of title to each Lot or any portion thereof or interest therein.

5. Mortgagee Rights and Protections.

(a) Right to Encumber. Each Owner shall have the right to encumber its interest in its respective Lot by any mortgage or deed of trust (each, a “Mortgage”); provided, such Mortgage shall be subject and subordinate to this Declaration.

(b) Breach of Declaration Will Not Defeat Lien. The breach of any of the provisions of this Declaration shall not defeat or render invalid the lien of any Mortgage of a Lot or any portion thereof; provided, that, all provisions of this Declaration shall be binding and effective against any third party who acquires a Lot or any portion thereof by foreclosure, deed in lieu of foreclosure, trustee’s sale or otherwise.

(c) Prior Claims and Obligations. No beneficiary or a holder of a deed of trust or mortgagee of a mortgage (each, a “Mortgagee”) shall have any personal liability beyond its interest in a Lot or a portion thereof acquired by it through enforcement of its Mortgage for the performance or payment of any covenant, liability, warranty or obligation hereunder and each Owner agrees that it shall look solely to the interests of such Mortgagee in such Lot for payment or discharge of any such covenant, liability, warranty or obligation.

(d) Notice to Mortgagees. The Mortgagee under any Mortgage affecting a Lot shall be entitled to receive notice of any default by any Owner hereunder; provided, that, such Mortgagee shall have delivered a written notice to each Owner specifying the Mortgagee’s name and address and requesting such notices. Failure of an Owner to deliver a copy of such notice of default to the Mortgagee shall in no way affect the validity of the notice of default as it respects the defaulting Owner, but shall make the same invalid as it relates to the interest of the Mortgagee and its lien upon the affected Lot. Any such notice to a Mortgagee shall be given in the same manner as provided in Section 7. The giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Owner so declaring a default.

(e) Right to Cure. In the event that any notice shall be given of the default of an Owner and of such defaulting Owner’s failure to cure or to commence to cure such default as provided in this Declaration, then and in that event any Mortgagee under any Mortgage affecting the Lot of the defaulting Owner shall be entitled to receive an additional notice given in the manner provided in Section 7 that the defaulting Owner has failed to cure such default, and such Mortgagee shall have thirty (30) days after the receipt of said additional notice to cure any such default, or, if such default cannot be cured within thirty (30) days, to diligently commence curing within such time and diligently cure within a reasonable time thereafter. Mortgagees may jointly or singly pay any sum or take any other action reasonably necessary to cure any default of their mortgagors hereunder with the same effect as cure by the Owner itself. If any such default or event cannot be cured or remedied by the Mortgagee without the Mortgagee obtaining possession of the Lot by appropriate proceedings and/or title to said Owner’s Lot by judicial or non-judicial foreclosure proceedings or by deed in lieu thereof, then any such default shall be remedied or deemed remedied if the Mortgagee shall have complied with the following provisions: (i) within thirty (30) days after receiving said notice, the Mortgagee (or its nominee) shall have acquired Owner’s estate or shall have commenced judicial or non-judicial foreclosure proceedings or appropriate proceedings to obtain possession of the Lot; (ii) the Mortgagee shall diligently prosecute any such proceedings to completion; and (iii) after gaining possession of the



Lot, the Mortgagee (or its nominee) shall perform all other obligations of the Owner as and when the same are due in accordance with the terms of this Declaration.

(f) Condemnation or Insurance Proceeds. Nothing in this Declaration shall impair the rights of any Mortgagee pursuant to its Mortgage to receive condemnation or insurance proceeds which are otherwise payable to the Owner granting such Mortgage, except as may be otherwise expressly agreed to by such Mortgagee.

(g) Title by Foreclosure. Except as otherwise set forth herein, all of the provisions contained in this Declaration shall be binding on and for the benefit of any person who acquires title to a Lot by foreclosure, trustee's sale, deed in lieu of foreclosure or other involuntary transfer under a Mortgage.

(h) No Obligation to Cure. Nothing herein contained shall require any Mortgagee to cure any default of an Owner hereunder prior to its acquisition of title to a Lot pursuant to a foreclosure of its Mortgage, trustee sale thereunder or deed in lieu foreclosure thereof. Upon acquisition of title to a Lot, but only during such time as the Mortgagee holds title to the Lot, such Mortgagee or the purchaser or grantee, as applicable shall thereafter be liable and responsible for all continuing defaults existing on its Lot from and after the date of such acquisition, including defaults and other conditions arising prior to the date of such acquisition.

(i) Limitation of Liability. The liability of any Mortgagee that becomes an Owner pursuant to foreclosure, deed in lieu of foreclosure, or such other similar proceeding shall be limited to such Mortgagee's interest in the applicable Lot.

6. Incorporation of Declaration. Any deed or other instrument evidencing conveyance of all or any portion of the Property, whether by fee, easement, leasehold interest or otherwise, shall be subject to the provisions of this Declaration. Any such instrument of conveyance shall be deemed to incorporate the provisions of this Declaration, regardless of whether such instrument makes reference hereto.

7. Notices. All notices, demands and requests required or permitted hereunder shall be in writing and shall be served on each Owner at the last address provided by such owner to the other Owners or, if no such notice has been given, at the address to which real property tax bills for the Parcels are sent. Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, (b) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice, unless sent after 5:00 p.m., recipient's local time, in which case it shall be deemed delivered one (1) business day after telefaxing or (d) sent personal delivery. The address of any owner may be changed by written notice to the owner of the other Lot; provided, however, that no notice of a change or address shall be effective until actual receipt thereof.



8. Public Rights. Nothing contained in this Declaration shall be construed as a dedication of any right or interest in or to the portions of the Lots upon which the easements are located to the public nor shall it provide any member of the public any rights or interest whatsoever under this Declaration.

9. Amendments. This Declaration may not be amended except by written instrument in recordable form executed by the record fee title owner of each Lot.

10. Severability. If any provision of this Declaration is determined to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any of the remaining provisions of this Declaration.

11. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of California.

12. Attorneys' Fees. Should an owner employ counsel to seek a declaration or rights hereunder to enforce the provisions hereof or recover damages or other relief for breach, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees therein.

13. Limitation of Liability. The liability of any owner of a Lot shall be limited to its interest in the Lot and may not be enforced against any other assets of an owner.

14. Time. Time is of the essence of each and every provision hereof.

15. Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single Agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

THE SUCCESSOR AGENCY TO THE  
FAIRFIELD REDEVELOPMENT AGENCY,  
a Public Body, Corporate and Politic

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

GREEN VALLEY LAND, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Harvey Shein  
Title: Managing Member

EXHIBIT A

Legal Description of Successor Agency Lots

All that certain real property situated in the City of Fairfield, County of Solano, State of California described as follows:

Lots A, B and C as shown on that certain Parcel Map of Green Valley II filed for record on \_\_\_\_\_, 2020 in Book \_\_\_\_\_ of Parcel Maps at Page \_\_\_\_\_ of the Solano County Official Records (the "Parcel Map").

EXHIBIT B

Legal Description of Lot 4

All that certain real property situated in the City of Fairfield, County of Solano, State of California described as follows:

Lot 4 as shown on that certain Parcel Map filed for record on December 28, 2001, in Book 43 of Parcel Maps at Page 15 of the Solano County Official Records.

## EXHIBIT C

### Legal Description of Lot A Driveway

All that real property situated in the City of Fairfield, County of Solano, State of California, described as follows:

Being a portion of Lot A as shown on that certain Parcel Map of Green Valley II filed for record on \_\_\_\_\_, 2020 in Book \_\_\_\_\_ of Parcel Maps at Page \_\_\_\_\_ of the Solano County Official Records, more particularly described as follows:

#### Area 1

**Beginning at the west corner common to said Lot A and Lot 4, as said Lot is shown on the Parcel Map filed in Book 43 of Parcel Maps at Page 15, Solano County Records, said point also lying on the East Right of Way of Business Center Drive;**

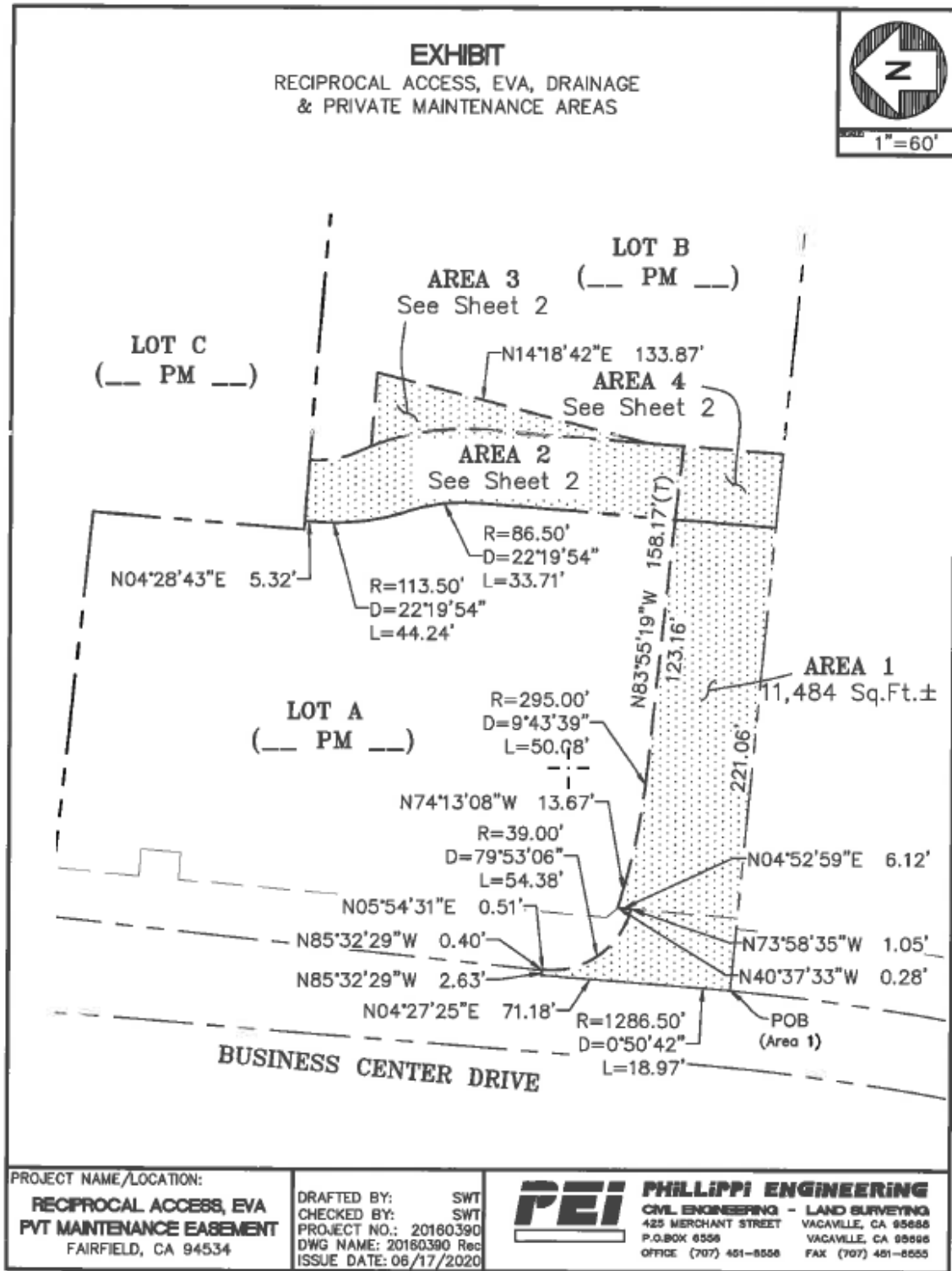
1. Thence along the common line between said Lot A and Lot 4, South 84°41'53" East, 221.06 feet to the south corner common to said Lots A & B;
2. Thence along the common line between said Lots A & B, North 04°27'04" East, 48.01 feet;
3. Thence leaving last said line the following nine (9) courses and distances:
  1. North 83°55'19" West, 123.16 feet to the beginning of a curve to the right;
  2. Westerly along said curve, having a radius of 295.00 feet, through a central angle of 09°43'39", for an arc distance of 50.08 feet;
  3. North 74°13'08" West, 13.67 feet to a point on the easterly line of a "P.S.E." as shown on said Parcel Map;
  4. Along said "P.S.E.", South 40°37'33" East, 0.28 feet and;
  5. South 04°52'59" West, 6.12 feet;
  6. Thence leaving said "P.S.E.", North 73°58'35" West, 1.05 feet to the beginning of a curve to the right;
  7. Westerly and Northerly along said curve, having a radius of 39.00 feet, through a central angle of 79°53'06", for an arc distance of 54.38 feet;
  8. North 05°54'31" East, 0.51 feet;
  9. North 85°32'29" West, 0.40 feet to a point on the East Right of Way of Business Center Drive;
4. Thence along said Right of Way, North 85°32'29" West, 2.63 feet and;
5. South 04°27'25" West, 71.18 feet to the beginning of a curve to the right;
6. Southerly along said curve having a radius of 1286.50 feet, through a central angle of 0°50'42", for an arc distance of 18.97 feet to **The Point of Beginning.**

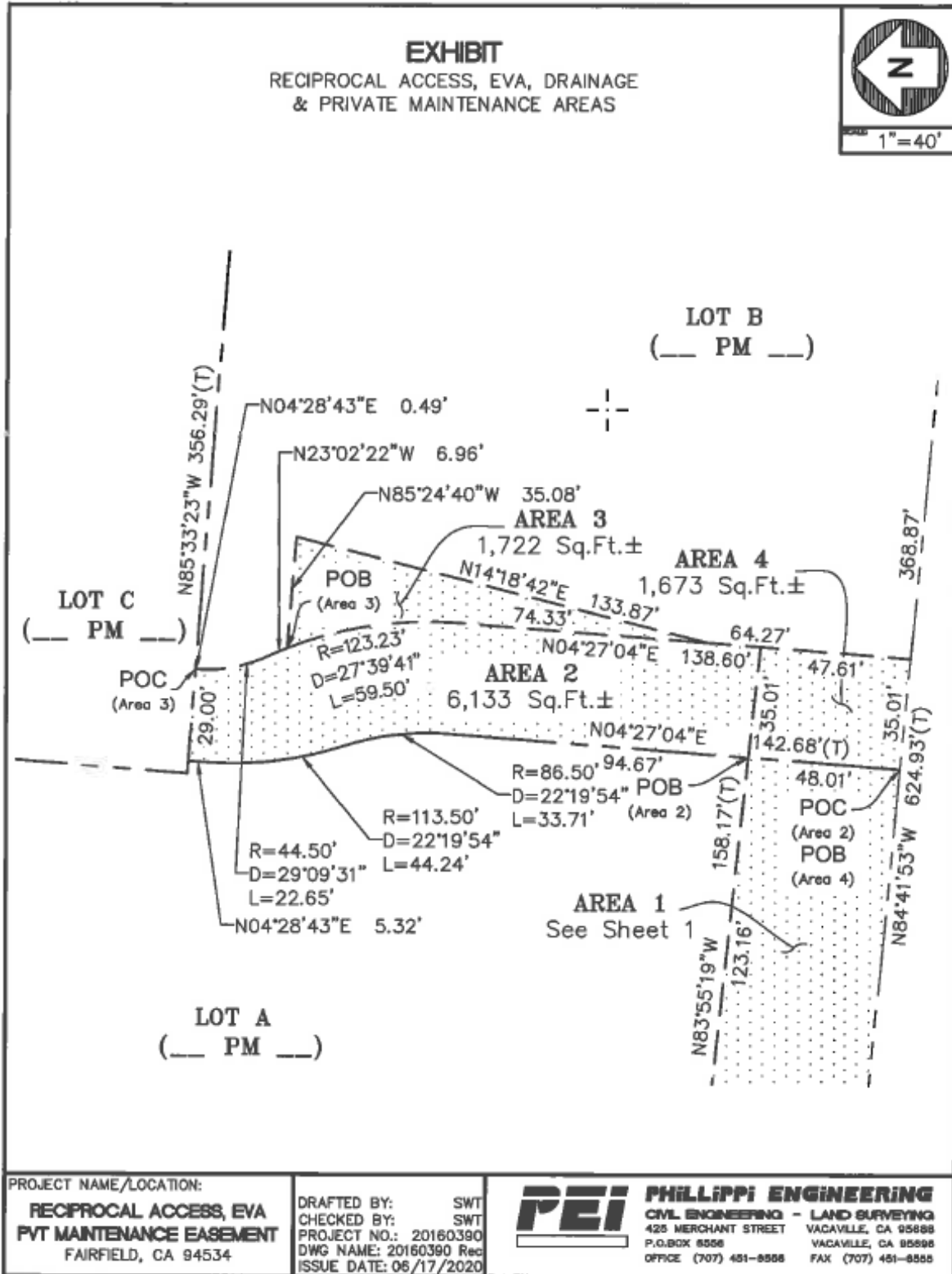
Containing 11,484 Square Feet, more or less.

End of description.

## EXHIBIT D

### Diagram of Easement Areas





PROJECT NAME/LOCATION:

**RECIPROCAL ACCESS, EVA  
PVT MAINTENANCE EASEMENT**

FAIRFIELD, CA 94534

DRAFTED BY: SWT

CHECKED BY: SWT

PROJECT NO.: 20160390

DWG NAME: 20160390 Rec

ISSUE DATE: 06/17/2020



**PHILLIPPI ENGINEERING**

CIVIL ENGINEERING - LAND SURVEYING

425 MERCHANT STREET VACAVILLE, CA 95688

P.O. BOX 8558 VACAVILLE, CA 95688

OFFICE (707) 451-8558 FAX (707) 451-8555



## EXHIBIT E

### Legal Description of Lot B Driveway

All that real property situated in the City of Fairfield, County of Solano, State of California, described as follows:

Being portions of Lot B as shown on that certain Parcel Map of Green Valley II filed for record on \_\_\_\_\_, 2020 in Book \_\_\_\_\_ of Parcel Maps at Page \_\_\_\_\_ of the Solano County Official Records, more particularly described as follows:

#### Area 2

**Commencing** at the corner common to said Lots A & B and Lot 4 as said Lot is shown on the Parcel Map filed in Book 43 of Parcel Maps at Page 15, Solano County Records

1. Thence along the common line between said Lots A & B, North 04°27'04" East, 43.01 feet to **The Point of Beginning**;
2. Thence continuing along last said common line the following four (4) courses and distances:
  1. North 04°27'04" East, 94.67 feet to the beginning of a curve to the left;
  2. Northerly along said curve, having a radius of 86.50 feet, through a central angle of 22°19'54", for an arc distance of 33.71 feet a point of reverse curvature;
  3. Northerly along said curve, having a radius of 113.50 feet, through a central angle of 22°19'54", for an arc distance of 44.24 feet;
  4. North 04°28'43" East, 5.32 feet to the line common of said Lot B and Lot C, as said lot is shown on said Parcel Map;
3. Thence along last said common line South 85°33'23" East, 29.00 feet;
4. Thence leaving last said line the following six (6) course and distances:
  1. South 04°28'43" 0.49 feet to the beginning of a curve to the left;
  2. Southerly along said curve, having a radius of 44.50 feet, through a central angle of 29°09'31", for an arc distance of 22.65 feet;
  3. South 23°02'22" East, 6.96 feet to the beginning of a curve to the right;
  4. Southerly along said curve having a radius of 123.23 feet, through a central angle of 27°39'41", for an arc distance of 59.50 feet;
  5. South 04°27'04" West, 74.33 feet;
  6. North 83°55'19" West, 35.01 feet to the common line between said lots A & B, said point also being **The Point of Beginning**.

Containing 6,133 Square Feet, more or less.

#### Area 4

**Beginning** at the corner common to said Lots A & B and Lot 4 as said Lot is shown on the Parcel Map filed in Book 43 of Parcel Maps at Page 15, Solano County Records

1. Thence along the common line between said Lots A & B, North 04°27'04" East, 48.01 feet;
2. Thence leaving said common line, South 83°55'19" East, 35.01 feet;
3. Thence South 04°27'04" 47.61 feet to the common line of said Lot B and said Lot 4;
4. Thence along last said common line North 84°41'53" West, 35.01 feet to **The Point of Beginning.**

Containing 673 Square Feet, more or less.

End of description.

## EXHIBIT F

### Legal Description of Drainage Area

All that real property situated in the City of Fairfield, County of Solano, State of California, described as follows:

Being a portion of Lot B as shown on that certain Parcel Map of Green Valley II filed for record on \_\_\_\_\_, 2020 in Book \_\_\_\_\_ of Parcel Maps at Page \_\_\_\_\_ of the Solano County Official Records, more particularly described as follows:

#### Area 3

**Commencing at the north corner common to said Lots A & B;**

5. Thence along the common line of said Lots B & C, South 85°33'23" East, 29.00 feet;
  1. Thence leaving last said line, South 04°28'43" 0.49 feet to the beginning of a curve to the left;
  2. Southerly along said curve, having a radius of 44.50 feet, through a central angle of 29°09'31", for an arc distance of 22.65 feet;
  3. South 23°02'22" East, 6.96 feet to the beginning of a curve to the right, said point being **The Point of Beginning**;
  4. Southerly along said curve having a radius of 123.23 feet, through a central angle of 27°39'41", for an arc distance of 59.50 feet;
  5. South 04°27'04" West, 74.33 feet;
  6. North 14°18'42" East, 133.87 feet;
  7. North 85°24'40" West, 35.08 feet to the **Point of Beginning**.

Containing 1,722 Square Feet, more or less.

End of description.

## EXHIBIT G-1

### Legal Description of Lot 4 Driveway

All that real property situated in the City of Fairfield, County of Solano, State of California, described as follows:

Being a portion Lot 4, as said Lot is shown on the Parcel Map filed in Book 43 of Parcel Maps at Page 15, Solano County Records, and is more particularly described as follows:

**Beginning** at the west corner common to said Lot 4 and Lot A as said Lot is shown on the Parcel Map filed in Book \_\_\_\_ of Parcel Maps at Page \_\_\_\_, Solano County Records, said point also lying on the east Right of Way of Business Center Drive;

1. Thence along the common line between said Lot A and Lot 4, South 84°41'53" East, 124.59 feet;
2. Thence leaving said common line along the following four (4) courses and distances:
  1. South 84°34'48" West, 51.84 feet to the beginning of a curve to the right;
  2. Westerly along said curve, having a radius of 90.50 feet, through a central angle of 10°43'18", for an arc distance of 16.94 feet;
  3. North 84°41'53" West, 18.43 feet to the beginning of a curve to the left;
  4. Westerly and southwesterly along said curve, having a radius of 40.40 feet, through a central angle of 75°03'13", for an arc distance of 52.93 feet to said east Right of Way of Business Center Drive, said point lying on a non-tangent curve concave to the east, having a radial bearing of North 82°51'40" West to the radius point;
3. Thence northerly along said east line of Business Center Drive, and said curve, having a radius of 1286.50 feet, through a central angle of 01°50'13", for an arc distance of 41.25 feet to **The Point of Beginning**.

Containing 1,360 Square Feet, more or less.

*See plat to accompany description, attached hereto and made a part hereof.*  
End of description.

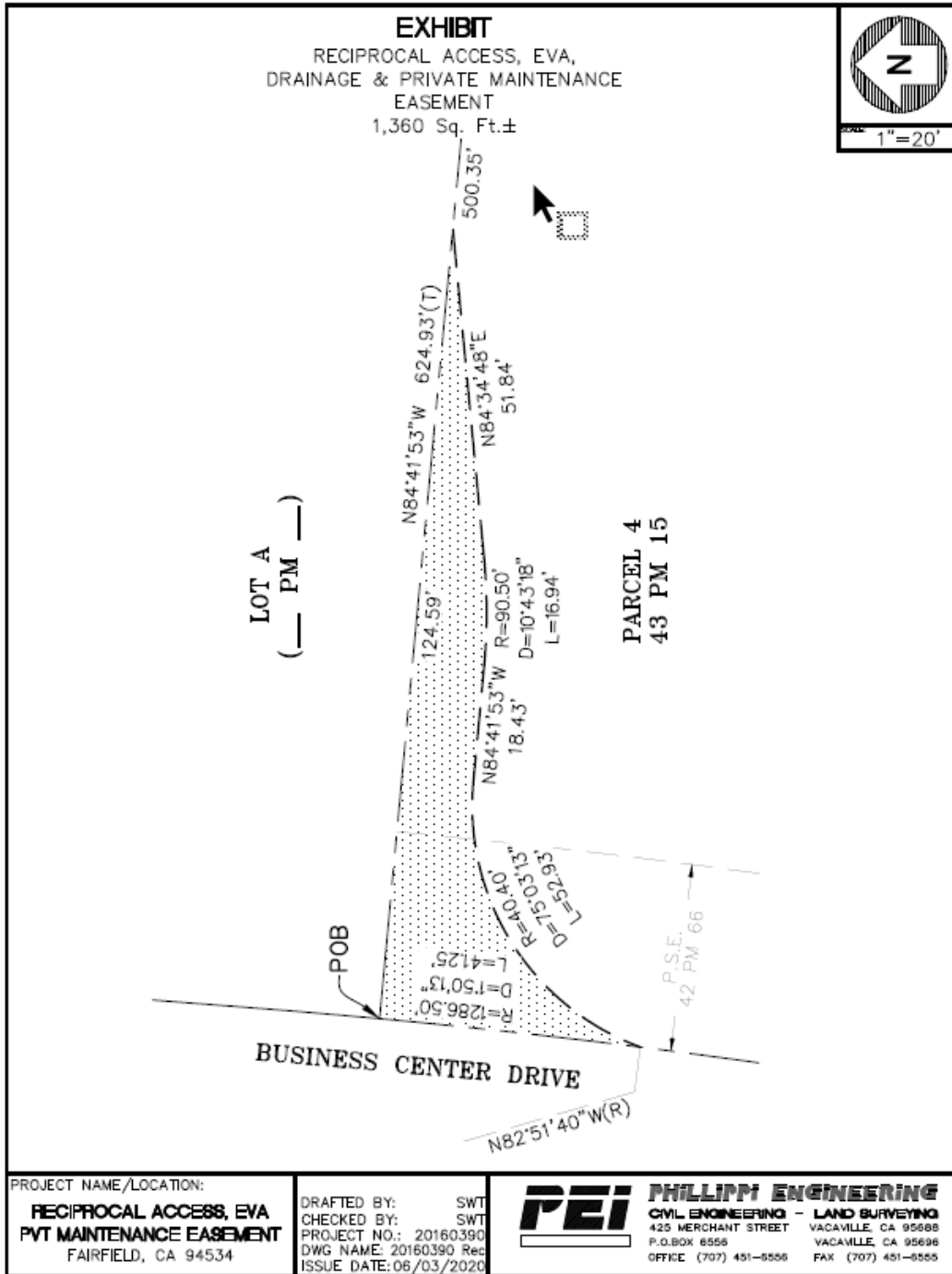
This Legal Description was prepared by or under the direction of:

  
\_\_\_\_\_  
Thomas A. Phillippi, RCE 32067      Date: 6/17/20



# EXHIBIT G-2

Diagram of Lot 4 Driveway



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                    )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, 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 of Notary Public

[SEAL]

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                    )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, 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 of Notary Public

[SEAL]