

MULTI-PARTY AGREEMENT AND AMENDMENT TO PURCHASE AND SALE AGREEMENTS

This MULTI-PARTY AGREEMENT AND AMENDMENT TO PURCHASE AND SALE AGREEMENTS (this "Amendment") is dated as of _____, 2020 and is entered into by and between the CITY OF FAIRFIELD ("City"), BRADLEY C. ROWLAND as trustee of The Bradley C. Rowland Family Trust U/D/T July 20, 2005, and ROBERT W. ANDERSON and KATHERINE N. ANDERSON, as trustees of The Anderson Family Trust SPH U/D/T November 5, 1999, and CYNTHIA ROWLAND SMITH, as trustee of THE CYNTHIA ROWLAND SMITH FAMILY TRUST U/D/T May 21, 2004 ("Anderson") and HOSPITALITY MANAGEMENT, INC., a California corporation ("HMI"), and APRR MANAGEMENT, LLC, a California limited liability company ("APRR")(HMI and APRR collectively the "Developer") and NORTH TEXAS SOLANO, LLC, a California limited liability company ("NTS").

RECITALS

A. HMI and APRR, as buyer, and City, as seller, entered into a Purchase and Sale Agreement and Joint Escrow Instructions dated February 20, 2020 (the "City/HMI-APRR PSA") for APNs 0167-110-220 and 0167-110-140.

B. APRR, as buyer, and Anderson, as seller, entered into a Purchase and Sale Agreement dated in 2020 (the "Anderson/APRR PSA") for APN 0167-110-040.

C. HMI, APRR, City and Anderson entered into an Amendment of Purchase Agreements dated _____, 2020 to extend the due diligence periods under both the City/HMI-APRR PSA and the Anderson/APRR PSA to October 17, 2020 in order to provide time to discuss allowing City to purchase APN 0167-110-040 and add it to the City/HMI-APRR PSA so that all three parcels will be sold by City to Buyer under the City/HMI-APRR PSA, and to provide time for City and Developer (and Anderson and NTS) to discuss adjusting certain reimbursements under a reciprocal easement agreement.

D. The parties have completed such discussions.

E. The parties now desire to provide for, among other things: (i) termination of the Anderson/APRR PSA upon the City's acquisition of the land thereunder (APN 0167-110-040) from Anderson; (ii) amendment of the City/HMI-APRR PSA to add such land (APN 0167-110-040) to the City/HMI-APRR PSA upon the City's acquisition of such land from Anderson; (iii) the City and Anderson entering into a new purchase agreement for the City's acquisition of such land (APN 0167-110-040)(the "New City/Anderson PSA"); (iv) the recording of a Third Amendment of a reciprocal easement agreement among NTS, Developer and City to clarify and modify certain reimbursement obligations thereunder (such amendment to be in a form attached to the New City/Anderson PSA and recorded concurrently with the closing of the conveyance of APN 0167-110-040 by Anderson to City under the New City/Anderson PSA); and (iv) NTS and the City entering into an agreement providing for the reimbursement of certain costs by City to NTS (consistent with the aforesaid Third Amendment of reciprocal easement agreement).

THEREFORE, in consideration of the foregoing recitals, the mutual terms set forth below, and other consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Conditional Termination of Anderson/APRR PSA. Upon the City's acquisition of APN 0167-110-040 from Anderson under the New City/Anderson PSA, the Anderson/APRR PSA shall terminate and Anderson and APRR shall have no further obligations thereunder (except for any obligations that are expressly provided thereunder to survive termination).

2. Conditional Addition of Property to the City/HMI-APRR PSA. Upon the City's acquisition of APN 0167-110-040 from Anderson under the New City/Anderson PSA, APN 0167-110-040 shall be added to the City/HMI-APRR PSA and shall become part of the "Property" (as such term is used therein) and Exhibit "A" thereto.

3. Purchase Price Under City/HMI-APRR PSA. The term "Purchase Price" under the City/HMI-APRR PSA shall be the fair market value of the Property (including APN 0167-110-040) as determined by an appraisal or appraisal update obtained by City, at City's cost, no later than six (6) months prior to the Close of Escrow thereunder.

City shall promptly deliver a copy of such appraisal or appraisal update to Developer (as defined in the City/HMI-APRR PSA), and Developer may engage a reputable commercial real property appraiser to evaluate such appraisal or appraisal update, as applicable, and shall deliver said appraiser's credentials and any appraisal comments in writing to City within 21 days after City delivers the initial appraisal or appraisal update to Developer. If City timely receives such credentials and comments, City shall deliver them to the City's appraiser for consideration. If City's appraiser declines to alter the appraisal or appraisal update based on such comments, City shall so notify Developer in writing, who may elect to submit the matter to binding arbitration by a third appraiser by giving written notice of such election to City within 10 days after City so notifies Developer. If Developer timely elects to arbitrate, then the City and the Developer shall use good faith efforts to cause the City's appraiser and the Developer's appraiser, respectively, to diligently confer and to promptly select a third reputable appraiser and notify City and Developer of the selection. The third appraiser shall be engaged jointly by both City and Developer, and each shall pay half of the costs of the third appraiser. City shall deliver the appraisal update or appraisal, and comments, to the third appraiser. The third appraiser's decision as to the fair market value of the Property shall be based on the materials submitted to the third appraiser, shall be in writing and shall be binding.

4. Additional Conditions to Closing under City/HMI-APRR PSA. The City's obligations to close the conveyance of the Property under the City/HMI-APRR PSA to the Developer (as defined therein) is conditioned upon the following, in addition to the other conditions set forth therein: (i) Developer's delivery to City of copies of the construction loan documents for the loan to be used to pay for a portion of the costs of construction of the hotel, with the loan budget (such copies to be in substantially final form); (ii) Developer's delivery to City of reasonable evidence that the Developer has sufficient equity funds, in addition to the construction loan amount, to pay all of the costs in the final budget, and that such equity funds shall have been delivered to and invested in Developer (and the Developer's delivery to City of a final comprehensive budget for the development/construction of the hotel project that is to be

constructed on the Property); and (iii) the construction loan shall close (and the deed of trust securing such loan shall be recorded immediately after the deed for the Property from City to Developer). Developer shall promptly deliver copies of the executed construction loan documents to City.

5. Existing Deposit Under Anderson/APRR PSA; Extension Fee for Extension of Due Diligence Period under City/HMI-APRR PSA. Anderson and APRR shall promptly cause \$12,500 of the existing deposit of \$25,000 under the Anderson/APRR PSA to be delivered from the escrow thereunder to City, and City shall retain \$12,500 of such sum as a fee from Developer for extending the due diligence period under the City/HMI-APRR PSA as hereinafter set forth. Anderson and APRR shall also promptly cause the remaining \$12,500 of said existing deposit to be delivered to the escrow under the City/HMI-APRR PSA (i.e., Escrow Number _____ at Placer Title Company, 1300 Oliver Road, Suite 120, Fairfield, CA 94534, Attn: Kelly Guglielmo, Phone: _____; Email: _____), and such sum shall then become part of the Deposit under the City/HMI-APRR PSA. Upon the distribution of the \$25,000 as described herein, the due diligence period under the City/HMI-APRR PSA shall be automatically extended to October 17, 2021, and the deadline for the "Close of Escrow" under the City/HMI-APRR PSA shall be thirty (30) days after the earlier of the approval by the "Developer" thereunder of its due diligence, or November 17, 2021.

6. Further Extensions Under City/HMI-APRR PSA. Developer may extend the October 17, 2021 due diligence deadline to October 17, 2022, and the Close of Escrow deadline to November 17, 2022, upon: (i) delivery by October 12, 2021 to the escrow under the City/HMI-APRR PSA of the additional sum of \$25,000, which shall become part of the Deposit thereunder (and shall be applicable to the Purchase Price); and (ii) delivery by August 18, 2021 to City a completed application for development review for the contemplated hotel project. If such extension shall have occurred, but Developer shall not have been able to negotiate construction financing for the hotel project by October 17, 2022 despite diligent efforts, and Developer shall have provided City with evidence of such efforts in writing by October 17, 2021, then City shall negotiate in good faith with Developer for a further extension of the Close of Escrow to permit financing to be obtained; however, in no event shall the deadline for Close of Escrow be extended beyond October 17, 2023.

7. New City/Anderson PSA. City/NTS Agreement. Concurrently herewith: (i) City and Anderson shall execute and deliver the New City/Anderson PSA, which shall be in the form attached hereto as Exhibit "A" (and which includes the requirement as a condition to closing that a Third Amendment to the existing reciprocal easement agreement, in the form attached as an exhibit to said New City/Anderson PSA, be executed and recorded); and (ii) City and NTS shall execute and deliver the NTS/City Agreement, which shall be in the form attached hereto as Exhibit "B".

8. Further Assurances. All parties shall perform such other reasonable acts and execute and deliver such other reasonable documents as may be reasonably requested by any party in order to effectuate the terms and purposes of this Amendment.

9. Time of Essence. Time is of the essence of every provision herein in which time is a factor.

factor.

10. Counterparts; Email Delivery. This Amendment may be executed in counterparts, each of which, and all of which together, shall constitute one and the same agreement. Executed counterparts may be delivered by email as follows: (i) to City: dgassaway@fairfield.ca.gov; (ii) to Anderson: andnoe@aol.com; (iii) to HMI: rohit@hospitalitymgnt.com; (iv) to APRR: akki@letapgroup.com; (v) to NTS: andnoe@aol.com.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned as of the date first written above.

CITY:

CITY OF FAIRFIELD

By: _____
Print Name: _____
Title: _____

Attest:

_____, City Clerk

BUYER (HMI and APRR):

HOSPITALITY MANAGEMENT, INC., a
California corporation

By: _____
Print Name: _____
Title: _____

APRR MANAGEMENT, LLC,
a California limited liability company

By: _____
Chirayu Patel, Manager

ANDERSON:



Bradley C. Rowland, as Trustee of

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IN WITNESS WHEREOF, this Amendment has been executed by the undersigned as of the date first written above.

CITY:

CITY OF FAIRFIELD


By: _____
Print Name: _____
Title: _____

Attest:

_____, City Clerk

BUYER (HMI and APRR):

HOSPITALITY MANAGEMENT, INC., a
California corporation

By: 
Print Name: ROHIT RANCHHOD
Title: CEO

APRR MANAGEMENT, LLC,
a California limited liability company

By: 
Chirayu Patel, Manager

ANDERSON:

Bradley C. Rowland, as Trustee of
The Bradley C. Rowland Family Trust,

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CITY:

CITY OF FAIRFIELD

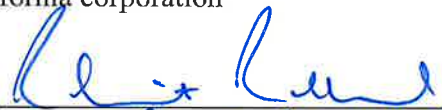
By: _____
Print Name: _____
Title: _____

Attest:

_____, City Clerk

BUYER (HMI and APRR):

HOSPITALITY MANAGEMENT, INC., a
California corporation

By: 
Print Name: ROHIT RANE
Title: PRESIDENT

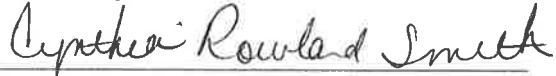
APRR MANAGEMENT, LLC,
a California limited liability company

By: _____
Chirayu Patel, Manager

ANDERSON:

Bradley C. Rowland, as Trustee of
The Bradley C. Rowland Family Trust,

The Bradley C. Rowland Family Trust,
U/D/T July 20, 2005



Cynthia Rowland Smith, as Trustee of The
Cynthia Rowland Smith Family Trust,
U/D/T May 21, 2004



Robert W. Anderson, as Trustee of
The Anderson Family Trust, SPH
U/D/T March 5, 1999



Katherine N. Anderson, as Trustee of
The Anderson Family Trust, SPH
U/D/T March 5, 1999

NTS:

NORTH TEXAS SOLANO, LLC,
a California limited liability company


By: 
Robert Anderson, Manager

EXHIBIT "A"

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

(Attached.)

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the “**Agreement**”), is dated as of _____, 2020 (“**Effective Date**”), and is entered into by and between the CITY OF FAIRFIELD (“**Buyer**”) and BRADLEY C. ROWLAND, as sole trustee of the Bradley C. Rowland Family Trust UTA dated July 20, 2005; CYNTHIA ROWLAND SMITH, as sole trustee of the Cynthia Rowland Smith Family Trust UTA dated May 21, 2004; ROBERT W. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated March 5, 1999; and KATHERINE N. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated March 5, 1999 (collectively, “**Seller**”).

RECITALS

A. Seller is the owner of the land described on Exhibit “A” attached hereto (the “**Property**”).

B. Buyer wishes to acquire the Property, and Seller is willing to sell the Property to Buyer, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following capitalized terms as used in this Agreement shall have the respective meanings set forth below:

Section 1.1 Approval Notice means A written notice provided by the Buyer to Escrow Holder stating that Buyer approves any documents provided by Seller to Buyer pertaining to the property, and the Property’s physical condition, title, zoning and suitability for development.

Section 1.2 Escrow Holder shall mean Placer Title Company located at 1300 Oliver Road, Suite 120, Fairfield, CA 94534, Attn: Keely Guglielmo (707/429-2211).

Section 1.3 Grant Deed shall mean a grant deed in the form attached hereto as Exhibit “B”.

Section 1.4 Investigation Period means a period ending the earlier of (i) forty-five (45) days after Buyer’s receipt of the preliminary title report under Section 2.4, and (ii) fifty-five (55) days after the Effective Date, for the Buyer to conduct an investigation of the Property’s title and physical condition and suitability as provided in Section 2.8.

Section 1.5 Title Company shall mean Escrow Holder.

ARTICLE 2. PURCHASE AND SALE OF PROPERTY; PURCHASE PRICE.

Section 2.1 Purchase Price. The Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to buy the Property, for the sum of Three Hundred Thirty-Five Thousand Four Hundred Twelve and No/100 Dollars (\$335,412.00) (the "**Purchase Price**").

It shall be a condition to the Close of Escrow, for the benefit of both parties, that a "Third Amendment to Reciprocal Easement Agreement and Declaration of Restrictions" among Buyer, Seller and North Texas Solano, LLC in the form attached hereto as Exhibit "C" (the "**Third REA Amendment**") be executed, acknowledged and recorded upon the Close of Escrow.

Section 2.2 Escrow.

Section 2.2.1 Opening of Escrow. Within five (5) business days after the Effective Date, the Buyer and the Seller shall deliver a copy of this executed Agreement to Escrow Holder and will open an escrow (the "**Escrow**") with the Escrow Holder for the transfer of the Property to the Buyer.

Section 2.2.2 Close of Escrow. "**Close of Escrow**" or "**Closing**" means the date Escrow Holder causes the Grant Deed to be recorded in the Official Records of the County of Solano. Close of Escrow shall occur on or before the date that is ten (10) days after the earlier of (i) the end of the Investigation Period; or (ii) Buyer's delivery to Seller of an Approval Notice (the "**Outside Date**"). If for any reason other than a default by the Seller or Buyer the Closing does not occur on or before the Outside Date, this Agreement shall automatically terminate, unless extended in writing by both parties (the "**Parties**"), and all documents and monies previously deposited into the Escrow shall be promptly returned to the appropriate Party and each Party shall pay one-half (1/2) of any Escrow charges and fees in connection with such termination. If the Closing does not occur due to a default by a Party, that Party shall pay all escrow and title cancellation changes.

Section 2.3 Additional Conditions of Buyer's Obligations. The following are conditions precedent (collectively, "**Buyer's Contingencies**") to the Close of Escrow and Buyer's obligation to purchase the Property, which contingencies may be waived in writing in whole or in part by Buyer, at or prior to the time prescribed herein for approval or disapproval, as the case may be:

(i) At the closing, the issuance of the Title Policy (defined in Section 2.4) to Buyer, which will insure Buyer's fee simple interest in the Property in the amount of the Purchase Price and in form and substance and with endorsements reasonably required and satisfactory to the Buyer; and

(ii) As of the closing, the absence of a default by Seller hereunder.

Section 2.4 Title. Seller shall promptly obtain from Title Company and deliver (or cause Title Company to deliver) by email to Buyer at jrice@fairfield.ca.gov [INSERT EMAIL ADDRESS TO BE USED] a current preliminary report for the Property from the Title Company with hyperlinks to all documents listed as title exceptions therein. If Buyer objects to

any title matters, Buyer may terminate this Agreement by written notice to Seller given prior to the end of the Investigation Period, in which event all rights, obligations and liabilities of Seller and Buyer under and pursuant to this Agreement shall terminate (except for obligations or liabilities under this Agreement that expressly survive the termination of this Agreement).

Escrow Holder shall provide Buyer with a Standard Coverage Policy of Title Insurance (or, at the election and cost of Buyer, extended coverage) in the amount of the Purchase Price, issued by the Title Company, showing the title to the Property vested in Buyer, subject only to title exceptions approved by Buyer (the "**Title Policy**"). Notwithstanding the above, title to the Property shall be free of Monetary Encumbrances. "**Monetary Encumbrances**" shall mean collectively, and "**Monetary Encumbrance**" shall mean individually, delinquent real property taxes, deeds of trust, security agreements, any other collateral assignments, claims for monetary amounts and mechanics' liens, judgment or similar non-consensual liens that can be cured or removed by the payment of money; except for the lien of ad valorem real property taxes and general and special assessments not yet due and payable, and any lien created by Buyer.

Section 2.5 Deposit of Documents and Funds In Escrow. Seller and Buyer, as applicable, hereby covenant and agree to deliver at least one (1) day prior to the Close of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition of the applicable Close of Escrow.

Section 2.5.1 Seller shall deliver to Escrow:

- (i) an original of the Grant Deed, duly executed by Seller and acknowledged;
- (ii) a counterpart original of the Third REA Amendment, duly executed by Seller and North Texas Solano, LLC and acknowledged;
- (iii) FIRPTA affidavits and California form 593s (confirming no withholding is required); and
- (iv) such proof of Seller's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy, including Title Company's standard owner's affidavit.

Section 2.5.2 Buyer shall deliver to Escrow:

- (i) the Purchase Price;
- (ii) a Certificate of Acceptance in the form attached to the form of Grant Deed (Exhibit "B"), executed and acknowledged;
- (iii) a counterpart original of the Third REA Amendment, executed and acknowledged; and
- (iv) such proof of Buyer's authority and authorization to enter into this transaction as the Title Company may reasonably require to issue the Title Policy.

Section 2.6 Authorization to Record Documents and Disburse Funds. Escrow Holder shall record the Grant Deed (with Certificate of Acceptance), and then the Third REA Amendment, and disburse the funds and distribute the documents called for hereunder upon the Close of Escrow provided each of the following conditions has then been fulfilled:

Section 2.6.1 The Title Company is irrevocably committed to issue in favor of Buyer the Title Policy, with a liability amount equal to the Purchase Price amount, showing fee simple title to the Property vested in Buyer, subject only to the applicable title exceptions approved by Buyer (and to the Third REA Amendment);

Section 2.6.2 Escrow Holder shall have received Seller's and Buyer's authorization to close upon the terms and conditions herein, which authorization shall not be unreasonably withheld, conditioned or delayed; and

Section 2.6.3 Seller and Buyer shall have deposited in Escrow the documents and funds required to be deposited in Escrow pursuant to Section 2.5.1 and 2.5.2.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered to Escrow Holder if necessary or proper for the issuance of the Title Policy.

Section 2.7 Escrow Charges and Prorations.

Section 2.7.1 Each party shall pay for fifty percent (50%) of the escrow fees. Buyer shall pay recording fees, transfer taxes and title policy costs.

Section 2.7.2 Assessments shall be apportioned with respect to the Property as of 12:01 a.m., on the day on which the Close of Escrow occurs, as if Buyer were vested with title during the entire day upon which the Close of Escrow occurs. The parties acknowledge that Buyer is exempt from property taxes and no property taxes shall be allocated to Buyer.

Section 2.8 Documents and Physical Condition. The Seller has provided, or shall promptly provide to Buyer after the Effective Date, copies of all material documents, reports, and correspondence in the Seller's possession or control that relate to the Property. Buyer may inspect such documents and the physical condition of the Property during the Investigation Period. Buyer shall have the right to terminate this Agreement at any time prior to the end of the Investigation Period by delivering to Seller written notice of Buyer's election to terminate this Agreement based on any such documents or disclosures, or the condition of the Property. Buyer shall indemnify, defend and hold Seller harmless from and against any claims, liabilities, costs and expenses resulting from Buyer's entry upon or conducting of any tests of the Property. If this Agreement is terminated or if escrow fails to close for any reason other than a default by Seller, Buyer shall promptly restore the Property to substantially the same condition as existed prior to Buyer's undertaking of any testing thereon. All studies and reports prepared in connection with Buyer's inspection of the Property are to be done at the expense of Buyer, but if the closing fails to occur through no fault of Seller, Buyer shall provide Seller with a copy of all of the reports without cost (and without representation or warranty). Buyer's obligations and duties hereunder shall survive and remain upon the completion of the closing or upon the termination of this Agreement for any reason.

Section 2.9 “AS-IS” Condition of the Property. Buyer agrees that it will purchase the Property in its “AS-IS” condition as of the date of the Close of Escrow, with all faults, and without representation or warranty, express or implied. Buyer acknowledges and agrees that, if Buyer does not give written notice of Buyer’s termination of this Agreement prior to the expiration of the Investigation Period as provided in Section 2.8, Buyer shall be deemed to have (i) had sufficient opportunity and access to the Property information and to the Property in order to conduct its due diligence, (ii) conducted such due diligence activities, inspections, and studies of the Property as it deems necessary or appropriate, and (iii) examined and investigated to its full satisfaction all facts, circumstances, and matters relating to the Property (including the physical condition and use, availability and adequacy of utilities, access, zoning, compliance with applicable laws, environmental conditions, engineering and structural matters of the Property, and the feasibility of owning and operating the Property as Buyer intend to do after closing), title and survey matters, and any other matters it deems necessary or appropriate for purposes of consummating the transactions contemplated by this Agreement. The due diligence and Property investigations shall be conducted at Buyer’s sole cost and expense. The parties hereby agree that any statement or communication of the measure of the Property size or area or building size or area (including without limitation any statement of square footage or lot or parcel sizes) by Seller or any of its agents are rough estimates only, and do not constitute any representation, warranty, or disclosure. The parties agree that the Purchase Price set forth in this Agreement is not based on any measure of Property size or area or building size or area, and that the Buyer shall be responsible to satisfy itself with the size, area, and square footage of the Property and any Improvements and buildings located on the Property during the Investigation Period, and in no event shall any subsequent measure of the same give rise to any adjustment, modification, or reduction of the Purchase Price. Nothing in this Section shall constitute a waiver of, or otherwise affect, any Seller obligation required under applicable law to disclose to Buyer all material facts about the Property known to Seller (and not shown on the title report).

Section 2.10 Brokers’ Commissions. Buyer represents and warrants to Seller that Buyer has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Seller represents and warrants to Buyer that Seller has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Each party indemnifies and agrees to defend and hold the other harmless from any claims, liabilities, costs, expenses and damages resulting from any breach by the indemnifying party of the warranties or representations in this Section.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 3.2 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words “person” and “party” include corporation, partnership, firm, trust, or association where the context so requires.

Section 3.3 Time of the Essence. Time is of the essence of this Agreement and all Parties' obligations hereunder.

Section 3.4 Notices. Notices, demands and communications between the Seller and the Buyer shall be deemed sufficiently given if addresses as set forth below and (i) sent by certified mail, postage prepaid, return receipt requested, or (ii) sent by nationally-recognized reputable overnight delivery service. Such written notices, demands and communications may be sent in the same manner to such other addresses or to such other address as any Party may from time to time designate by mail as provided in this Section, and shall be deemed received upon delivery or refusal of delivery, as shown on the return receipt, if mailed, or one (1) business day after deposit of same with a nationally recognized reputable overnight delivery service for overnight delivery if sent by such a delivery service.

To the Seller: Robert Anderson
36 Copenhagen Court
Alamo, CA 94507

To the Buyer: City of Fairfield
1000 Webster St., 2nd Floor
Fairfield, California 94533
Attn: City Manager

Section 3.5 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court.

Section 3.6 Authority of City Manager. The City Manager of Buyer is authorized to give all consents and approvals and sign all documents contemplated hereunder on behalf of Seller provided they are in writing, and may extend deadlines such as but not limited to the Outside Date, for up to sixty (60) days, and may enter into other non-substantial amendments provided the extensions and amendments are express and in writing.

Section 3.7 Venue. In the event of any litigation hereunder, all such actions shall be instituted in the Superior Court of the County of Solano, State of California, or in an appropriate municipal court in the County of Solano, State of California or an appropriate District Court in the Northern District of California.

Section 3.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section 3.9 No Right to Assign. Neither party may assign this Agreement without the prior written consent of the other.

Section 3.10 Successors and Assigns. Subject to the restrictions on transfers set forth in this Agreement, the provisions hereof shall be binding upon, and shall inure to the benefit of, the Seller and the Buyer and their successors and assigns.

Section 3.11 No Joint Venture. Nothing contained herein shall be construed to render the Seller in any way or for any purpose a partner, joint venture, or associated in any relationship with the Buyer, nor shall this Agreement be construed to authorize either party to act as agent for the other.

Section 3.12 Waiver. The waiver by the Seller or the Buyer of any breach by the other party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. Either party's acceptance of any performance by the other party after the due date of such performance shall not be deemed to be a waiver by either party of any preceding breach by the other party of any term, covenant, or condition of this Agreement, regardless of such party's knowledge of such preceding breach at the time of acceptance of such performance.

Section 3.13 Entire Agreement, Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto and all documents to be executed and delivered pursuant to this Agreement, constitutes the entire understanding and agreement of the Parties hereto. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. Any waiver, amendment, or modification of any provision of this Agreement must be in writing and signed by both parties.

Section 3.14 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 3.15 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 3.16 Tax Deferred Exchange by Seller. If Seller desires to effectuate a tax deferred exchange, Buyer shall cooperate in good faith therewith provided it does not extend the Close of Escrow, or require Buyer to make any representations or warranties, or incur any liabilities or costs.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

BUYER:

CITY OF FAIRFIELD

By: _____


SELLER:




BRADLEY C. ROWLAND, as sole trustee

City Manager


of the Bradley C. Rowland Family Trust
UTA dated July 20, 2005



CYNTHIA ROWLAND SMITH, as sole
trustee of the Cynthia Rowland Smith Family
Trust UTA dated May 21, 2004



ROBERT W. ANDERSON, as trustee of The
Anderson Family Trust SPH UTA dated
March 5, 1999



KATHERINE N. ANDERSON, as trustee of
The Anderson Family Trust SPH UTA dated
March 5, 1999

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

Gregory Stepanicich, City Attorney

List of Exhibits

Exhibit "A"	Legal Description of Land
Exhibit "B"	Form of Grant Deed
Exhibit "C"	Form of Third Amendment to REA

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

The land described herein is situated in the State of California, County of Solano, City of Fairfield, described as follows:

Parcel One:

A portion of Parcel D of that certain Parcel Map filed for record on April 5, 1974 in Book 8 of Parcel Maps at Page 30, Solano County Records, as conveyed to the CITY OF FAIRFIELD per Grant Deed Recorded August 18, 2006 per Document No. 20060010468, Solano County Records, together with a portion of that certain parcel of land described in the Grant Deed recorded November 4, 2005 as Document No.200500172193, Solano County Records, together with a portion of "PARCEL ONE" and "PARCEL THREE" as described in the Grant Deed recorded August 18, 2006 as Document No. 200600104569, Solano County Records, situated in the City of Fairfield, County of Solano, State of California, more particularly described as follows:

BEGINNING at the most Westerly corner of said Parcel D; thence along the Westerly line of said Parcel, North 44°54'21" East, 23.30 feet; thence leaving said line, South 46°50'15" East, 110.83 feet to the beginning of a tangent curve to the right; thence Southerly along the arc of said curve having a radius of 40.00 feet, through a central angle of 88°50'15", an arc distance of 62.02 feet; thence South 42°00'00" West, 112.17 feet to a point on the Southerly line of said parcel recorded November 4, 2005 as Document No.200500172193; thence along the Southerly line of said parcel, South 88°54'54" West, 109.26 feet to the Southeasterly corner of that parcel of land granted to the City of Fairfield per Grant Deed recorded September 20, 1977 in Book 1977, Page 71325 as Document No. 41653, Solano County Records, said point also being the beginning of a non-tangent curve concave to the Northwest, to which a radial line of said curve bears South 62°04'11" East; thence along the Easterly line of said parcel, Northerly along the arc of said non-tangent curve having a radius of 397.56 feet, through a central angle of 12°08'15", an arc distance of 84.22 feet to a point on the Westerly line of said parcel recorded November 4, 2005 as Document No. 200500172193; thence along the said Westerly line, North 23°30'18" East, 133.77 feet to the POINT OF BEGINNING.

Further described as Parcel 1 on that certain Notice of Minor Lot Line Adjustment recorded May 12, 2010, Instrument No. 201000043722, Official Records.

Parcel Two:

Non-exclusive easements and rights of way for vehicular and pedestrian access and parking in, to, over and across the land as described in that certain Reciprocal Easement Agreement

and Declaration of Restrictions, and any amendments thereto, recorded May 12, 2010,
Instrument No. 201000043728, Official Records.

APN: 0167-110-040

EXHIBIT "B"

FORM OF GRANT DEED
(WITH FORM OF CERTIFICATE OF ACCEPTANCE ATTACHED)

(Attached.)

RECORDING REQUESTED BY, AND WHEN
RECORDED MAIL TO AND MAIL ASSESSMENT
STATEMENTS TO:

City of Fairfield
1000 Webster Street,
Fairfield, CA 94533-4883
Attn: City Clerk

APN: 0167-110-040

(SPACE ABOVE FOR RECORDER'S USE ONLY)

This document is exempt from the payment of a recording fee pursuant to Government Code §6103.

Documentary Transfer Tax: Exempt; conveyance to a public entity. Property is in the City of Fairfield, County of Solano.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BRADLEY C. ROWLAND, as sole trustee of the Bradley C. Rowland Family Trust UTA July 20, 2005; CYNTHIA ROWLAND SMITH, as sole trustee of the Cynthia Rowland Smith Family Trust UTA dated May 21, 2004; ROBERT W. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated March 5, 1999; and KATHERINE N. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated March 5, 1999, hereby GRANT to the CITY OF FAIRFIELD, a California municipal corporation, that certain real property located in the City of Fairfield, County of Solano, State of California, described on Exhibit "A" attached hereto and all improvements thereon and rights appurtenant thereto (the "Property").


IN WITNESS WHEREOF, the undersigned have executed this Grant Deed as of the date set forth below. **[CHECK FORMAT OF ABOVE TRUST NAMES/TRUSTEES ABOVE AND BELOW WITH TITLE COMPANY; COMPARE TO TITLE REPORT]**



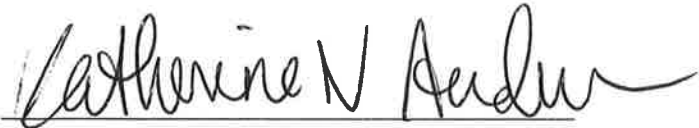
BRADLEY C. ROWLAND, as sole trustee of the Bradley C. Rowland Family Trust UTA dated July 20, 2005



CYNTHIA ROWLAND SMITH, as sole trustee of the Cynthia Rowland Smith Family Trust UTA May 21, 2004



ROBERT W. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated March 5, 1999



KATHERINE N. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated
March 5, 1999

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 Solano)

On _____, 2020, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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.

SEE ATTACHMENT
JURAT/ACKNOWLEDGMENT
2020/03/20

Signature _____

(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Contra Costa }

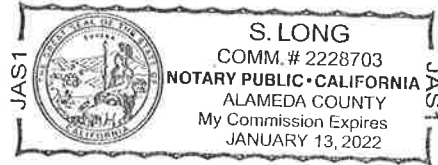
On Sept 13, 2020 before me, S. Long, Notary Public,
(Here insert name and title of the officer)

personally appeared Katherine N. Anderson,
 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] _____ (Notary Public Signature) _____ (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Grant Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date N/A

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Contra Costa }

On Sept 03, 2020 before me, S. Long, Notary Public
(Here insert name and title of the officer)

personally appeared Robert W. Anderson
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.

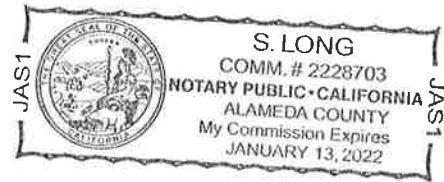
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date N/A

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is /are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 Solano)

On _____, 2020, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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.

SEE ATTACHMENT
JURAT/ACKNOWLEDGMENT
[Handwritten signature]

Signature _____

(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)
County of Solano)

On September 3rd, 2020, before me, Korrie Burila,
(insert name and title of the officer)

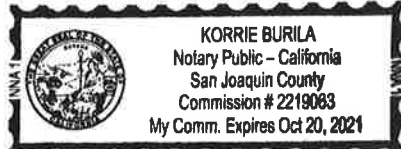
Notary Public, personally appeared Cynthia Rowland Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by 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 *Korrie Burila*

(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)
County of Solano)

On 9/8/2020, 2020, before me, Conrad Babchuk and Notary Public
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



The notary commission extended pursuant to Executive Order N-63-20

Exhibit A To Grant Deed---Legal Description

The land described herein is situated in the State of California, County of Solano, City of Fairfield, described as follows:

Parcel One:

A portion of Parcel D of that certain Parcel Map filed for record on April 5, 1974 in Book 8 of Parcel Maps at Page 30, Solano County Records, as conveyed to the CITY OF FAIRFIELD per Grant Deed Recorded August 18, 2006 per Document No. 20060010468, Solano County Records, together with a portion of that certain parcel of land described in the Grant Deed recorded November 4, 2005 as Document No.200500172193, Solano County Records, together with a portion of "PARCEL ONE" and "PARCEL THREE" as described in the Grant Deed recorded August 18, 2006 as Document No. 200600104569, Solano County Records, situated in the City of Fairfield, County of Solano, State of California, more particularly described as follows:

BEGINNING at the most Westerly corner of said Parcel D; thence along the Westerly line of said Parcel, North 44°54'21" East, 23.30 feet; thence leaving said line, South 46°50'15" East, 110.83 feet to the beginning of a tangent curve to the right; thence Southerly along the arc of said curve having a radius of 40.00 feet, through a central angle of 88°50'15", an arc distance of 62.02 feet; thence South 42°00'00" West, 112.17 feet to a point on the Southerly line of said parcel recorded November 4, 2005 as Document No.200500172193; thence along the Southerly line of said parcel, South 88°54'54" West, 109.26 feet to the Southeasterly corner of that parcel of land granted to the City of Fairfield per Grant Deed recorded September 20, 1977 in Book 1977, Page 71325 as Document No. 41653, Solano County Records, said point also being the beginning of a non-tangent curve concave to the Northwest, to which a radial line of said curve bears South 62°04'11" East; thence along the Easterly line of said parcel, Northerly along the arc of said non-tangent curve having a radius of 397.56 feet, through a central angle of 12°08'15", an arc distance of 84.22 feet to a point on the Westerly line of said parcel recorded November 4, 2005 as Document No. 200500172193; thence along the said Westerly line, North 23°30'18" East, 133.77 feet to the POINT OF BEGINNING.

Further described as Parcel 1 on that certain Notice of Minor Lot Line Adjustment recorded May 12, 2010, Instrument No. 201000043722, Official Records.

Parcel Two:

Non-exclusive easements and rights of way for vehicular and pedestrian access and parking in, to, over and across the land as described in that certain Reciprocal Easement Agreement and Declaration of Restrictions, and any amendments thereto, recorded May 12, 2010, Instrument No. 201000043728, Official Records.

APN: 0167-110-040

EXHIBIT "C"

FORM OF THIRD AMENDMENT TO REA

(Attached.)

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn: [City Clerk][?]
with copies to:

(SPACE ABOVE FOR RECORDER'S USE ONLY)

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103.

THIRD AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIONS (this "Amendment") is made and entered into as of the ____ day of _____, 2020, by and between the CITY OF FAIRFIELD, a municipal corporation (the "City"), BRADLEY C. ROWLAND, as Trustee of the BRADLEY C. ROWLAND FAMILY TRUST, Under Declaration of Trust dated July 20, 2005, as to an undivided 25% interest, CYNTHIA ROWLAND SMITH, as Trustee of the CYNTHIA ROWLAND SMITH FAMILY TRUST, Under Declaration of Trust dated May 21, 2004, as to an undivided 25% interest, ROBERT W. ANDERSON and KATHERINE N. ANDERSON, as Trustees of THE ANDERSON FAMILY TRUST, SPH, U/D/T dated March 5, 1999, as to an undivided 50% interest (collectively, the "**Anderson Group**"), and NORTH TEXAS SOLANO LLC, a California limited liability company (the "**Developer**"), with respect to the following facts:

RECITALS

A. The City and the Anderson Group entered into a Reciprocal Easement and Declaration of Restrictions Agreement dated as of March 26, 2010, and recorded with the Official Records of the Solano County Recorder's Office on May 12, 2010, as Instrument No. 201000043728, and the parties entered into a First Amendment to the Agreement dated June 13, 2012, recorded in such Official Records on September 7, 2012 as Instrument No. 2012-93750 and a Second Amendment to the Agreement dated March 27, 2013, recorded in such Official Records on April 1, 2013 as Instrument No. 201300032372 (the "**Second Amendment**") with respect to certain adjacent parcels of real property located in the City of Fairfield, County of Solano, State of California (as so amended, such agreement is hereinafter referred to as the "**Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. The Agreement provides for reciprocal, non-exclusive easements and rights of way in, to, over and across the City Parcels and the Developer Parcel (as such parcels are defined in the Agreement), and establishes certain rights and restrictions as to the use of the Parcels.

C. Developer has acquired Parcel 2 (as defined in the Agreement), and has completed the common area, drive isle and noncommon area improvements described in the Second Amendment.

D. Developer entered into a Promissory Note with City, dated August 30, 2012 for reimbursement of certain off-site improvements, plus applicable interest, as required by the Agreement.

E. The parties hereto now desire to amend Section 2 of the Agreement in its entirety, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, it is agreed by the parties hereto as follows:

1. Amendment of Section 2. Section 2 of the Agreement is hereby deleted and amended in its entirety as follows:

(a) City granted Developer the right to construct the Northern Driveway Improvements, as further described in the Second Amendment to the Agreement dated March 27, 2013 and incorporated herein. The Northern Driveway Improvements included Common Area and Non-Common Area Entrance and Drive Isle Improvements subject to reimbursement by the owners of the Subject Properties.

(b) Developer constructed the Southern Driveway Improvements, including the Parcel 3 Monument on City's property, as further described in the Second Amendment to the Agreement dated March 27, 2013 and incorporated herein.

(c) Developer shall maintain, repair and replace the Parcel 3 Monument at its sole cost and expense.

(d) Reimbursement obligations:

(i) Upon City's acquisition of APN 0167-110-040 from Anderson Group (identified as "Developer Parcel" as described in Exhibit B and depicted in Exhibit B-1 of Agreement), City as owner of such property, and as owner of Parcel 1, Parcel 3, and the Caltrans Parcel shall pay the sum of \$151,199.15 to Developer as reimbursement for City's percentage share of the Common Area and Non-Common Area Entrance and Drive Isle Improvements (the "Common and Non-Common Area Reimbursements to NTS, LLC"), as set forth on Exhibits A-1 and B, of the costs set forth on Exhibit D, and City shall not be obligated to make any other reimbursements.

(ii) Upon City's sale of Parcel 1 the Caltrans Parcel, and Anderson Group Parcel (Parcel APNs 0167-110-140, 0167-110-220, and 0167-110-040 respectively), which are contemplated, but not bound by this agreement, to be sold for

development of a hotel and sit-down restaurant use, the successor to the City shall reimburse City for all of the costs paid by City under subsection (d)(i) above.

(iii) Developer shall reimburse the City for its actual costs of \$99,862.25, plus interest of \$20,971.07, for construction of certain offsite improvements previously installed, as required under the Promissory Note, provided as Exhibit C, attached hereto and incorporated herein, as a condition to Close of Escrow for City's acquisition of APN 0167-110-040 from Anderson Group.

(iv) Anderson shall pay \$9,160.97 to Developer to satisfy Anderson Group's percentage share of the costs for Non-Common Area Entrance and Drive Isle Improvements as identified on Exhibit D, attached hereto and incorporated herein, as a condition to Close of Escrow for City's acquisition of APN 0167-110-040 from Anderson Group.

2. Conflict. In the event of conflict or inconsistency between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

3. All Other Provisions of Agreement to Remain in Effect. All of the other remaining provisions of the Agreement, and the terms, conditions and covenants contained therein, do hereby remain in full force and effect and shall not be amended, modified or in any way affected hereby.

4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment.

IN WITNESS WHEREOF, the City and the Developer have executed this Amendment as of the date and year first above written.

CITY:

CITY OF FAIRFIELD, a municipal corporation

By: _____
Stefan Chatwin, City Manager

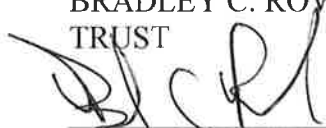
Attest:

Approved as to form:
RICHARDS, WATSON & GERSHON,
a professional corporation

By: _____

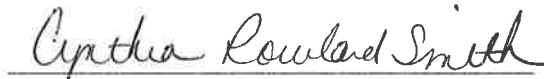
THE ANDERSON GROUP:

BRADLEY C. ROWLAND, as Trustee of the
BRADLEY C. ROWLAND FAMILY
TRUST



Bradley C. Rowland

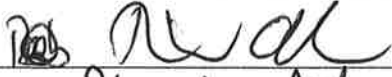
CYNTHIA ROWLAND SMITH, as Trustee
of the CYNTHIA ROWLAND SMITH
FAMILY TRUST,



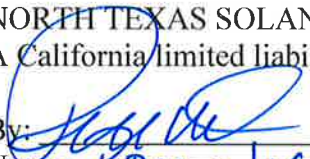
Cynthia Rowland Smith

DEVELOPER:

NORTH TEXAS SOLANO LLC,
A California limited liability company

By: 
Name: Robert W Anderson
Title: manager


NORTH TEXAS SOLANO LLC,
A California limited liability company

By: 
Name: ROBERT WOOD
Title: MANAGER

ROBERT W. ANDERSON, as Trustee of
THE ANDERSON FAMILY TRUST


Robert W. Anderson

KATHERINE N. ANDERSON, as Trustee of
THE ANDERSON FAMILY TRUST


Katherine N. Anderson

**[ALL PARTIES SIGS MUST BE
NOTARIZED]**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Contra Costa }

On Sept 03, 2020 before me, S. Long, Notary Public
(Here insert name and title of the officer)

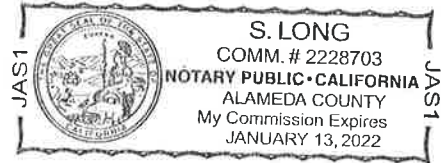
personally appeared Robert W. Anderson³, Katherine N. Anderson,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that
~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized 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.


 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Third Amendment to Reciprocal Easement Agreement and Declaration of Restrictions
(Title or description of attached document)
(Title or description of attached document continued)
 Number of Pages 4 Document Date N/A

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 Solano)

On 9/8/2020, 2020, before me, Conrad Babchuk - Notary Public
(insert name and title of the officer)

Notary Public, personally appeared Bradley C. Rowland,
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 [Handwritten Signature]

(Seal)



*The notary commission extended
Pursuant Executive Order N-63-20*

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 Solano)

On September 3rd, 2020, before me, Korrie Burila,
(insert name and title of the officer)

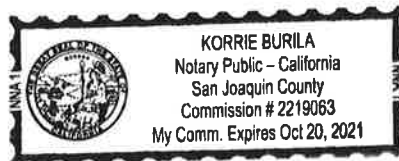
Notary Public, personally appeared Cynthia Rowland Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by 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 *Korrie Burila*

(Seal)



CALIFORNIA 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 Solano }

On September 9th, 2020 before me, Emily Brooke Stacy, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert J Wood
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 Emily
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: 3rd Amendment Reciprocal Easement Agreement/Restrictions

Document Date: 9/3/2020 Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

EXHIBIT "B"

FORM OF NTS/CITY AGREEMENT

(Attached.)

PROMISSORY NOTE REPAYMENT AND COST REIMBURSEMENT
AGREEMENT

THIS PROMISSORY NOTE REPAYMENT AND COST REIMBURSEMENT AGREEMENT (this "Agreement") is dated _____, 2020, and is entered into by between the CITY OF FAIRFIELD, a municipal corporation (the "City"), and NORTH TEXAS SOLANO LLC, a California limited liability company (the "Developer").

RECITALS

F. The City entered into a Reciprocal Easement and Declaration of Restrictions Agreement dated as of March 26, 2010, and recorded with the Official Records of the Solano County Recorder's Office on May 12, 2010, as Instrument No. 201000043728 ("**Initial REA**"), and a First Amendment to the Initial REA dated June 13, 2012, recorded in such Official Records on September 7, 2012 as Instrument No. 2012-93750 and a Second Amendment to the Initial REA dated March 27, 2013, recorded in such Official Records on April 1, 2013 as Instrument No. 201300032372 (the "**Second Amendment**") with respect to certain adjacent parcels of real property located in the City of Fairfield, County of Solano, State of California.

G. The City, as buyer, and BRADLEY C. ROWLAND, as sole trustee of the Bradley C. Rowland Family Trust UTA dated July 20, 2005; CYNTHIA ROWLAND SMITH, as sole trustee of the Cynthia Rowland Smith Family Trust UTA dated May 21, 2004; ROBERT W. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated March 5, 1999; and KATHERINE N. ANDERSON, as trustee of The Anderson Family Trust, SPH UTA dated March 5, 1999 (collectively, "Anderson"), as seller, have entered into a "Purchase and Sale Agreement and Joint Escrow Instructions" dated _____, 2020 for the City's acquisition of APN 0167-110-040 from Anderson (the "Anderson/City PSA"), which requires as a condition to the closing of the sale thereunder that a Third Amendment of the Initial REA be executed and recorded.

H. The Third Amendment adjusts certain reimbursement obligations under the Initial REA as previously amended, and provides for the City (on behalf of its future successor(s)-in-interest) to reimburse Developer for \$151,199.15 of improvement costs ("City Reimbursement Amount").

I. Developer executed a Promissory Note dated August 30, 2012 ("Note") in the principal amount of \$99,862.25 which has come due, and interest in the amount of \$20,971.07 has accrued on the principal outstanding under the Note, for a total of \$120,833.32 of principal and interest.

J. City and Developer have agreed that upon the closing of the sale of APN 0167-110-040 by Anderson to City under the Anderson/City PSA, City shall pay \$30,365.83 to Developer, representing the City Reimbursement Amount, less the principal and interest due under the Note, and upon such payment, the Note and the City's reimbursement obligations under Initial REA, as amended, shall be deemed satisfied.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, it is agreed by the parties hereto as follows:

1. Agreement to Pay. Upon the closing of the sale of APN 0167-110-040 by Anderson to City under the Anderson/City PSA, City shall pay \$30,365.83 to Developer, representing the City Reimbursement Amount less the principal and interest due under the Note, and upon such payment, Developer's obligations under the Note and the City's reimbursement obligations under Initial REA as amended, shall be deemed satisfied.

2. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date and year first above written.


CITY:

CITY OF FAIRFIELD, a municipal corporation

By: _____
Print Name: _____
Title: _____

DEVELOPER:

NORTH TEXAS SOLANO LLC,
a California limited liability company

By: 
Name: Robert Anderson
Title: Manager

Attest:

Approved as to form:

RICHARDS, WATSON & GERSHON,
a professional corporation

By: _____

Exhibit C-1
Cost Reimbursement for Common Area Entrance and Drive Isle Benefit

Owner / Parcel No.	Acreage	Square foot	(1 ac = 43560 sf)
	ac	sf	% teardrop
City - Remnant (Parcel 1)	1.13	49223	29.72%
Developer - Chevron (Parcel 2)	1.48	64469	37.02%
City bio-swale (Parcel 3)	0.35	15246	0.0%
Caltrans Parcel	1.30	56628	33.26%
Anderson Group - remnant	0.00	208	
Anderson Group - Former Station	0.53	23087	0.0%

