

## AGREEMENT OF PURCHASE AND SALE OF EASEMENT

This Agreement of Purchase and Sale of Easement ("**Agreement**"), dated for reference purposes as \_\_\_\_\_, 2021, is entered into by and between PW FUND A, LP, a California limited partnership ("**Buyer**"), the CITY OF FAIRFIELD, a municipal corporation ("**City**") and BUZZ OATES DEVELOPMENT, LP, a California limited partnership ("**BOD**").

### Recitals

A. Buyer is the owner of those certain real properties located in the City of Fairfield, California, commonly known as 2925 Cordelia Road and 2975 Cordelia Road (the "**Buyer Parcels**").

B. City is the owner of that certain adjacent real property located in the City of Fairfield, California, as more particularly described in Exhibit "A" attached hereto and incorporated herein ("**City Parcel**").

C. City and BOD are parties to that certain Option Agreement and Escrow Instructions dated October 30, 2012 pursuant to which City granted BOD an option to purchase the City Parcel (the "**Option**"). BOD and Buyer are affiliated parties.

D. City desires to sell and grant an easement to Buyer on the terms contained in Exhibit C attached hereto (the "**Easement**"), and conditioned upon the grant of such Easement, City and BOD desire to terminate the Option, all on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

### Agreement

1. Purchase and Sale. City agrees to sell and convey to Buyer, and Buyer agrees to purchase from City, the Easement on the terms and subject to the conditions set forth in this Agreement. In conjunction with the grant of the Easement, BOD and City desire to terminate the Option. For the purpose of this Agreement, the date that this Agreement is signed by both Buyer, City and BOD shall hereinafter be referred to as the "**Effective Date.**"

2. Purchase Price. The purchase price ("**Purchase Price**") for the Easement shall be Seven Hundred Dollars (\$700.00). The Purchase Price shall be paid by Buyer directly to City within five (5) business days of mutual execution of this Agreement.

3. Termination of Option/Easement Deed. Concurrent with Buyer's delivery of the Purchase Price to City, BOD shall deliver to City a Termination of Option in the form attached hereto as Exhibit A duly executed and acknowledged by BOD, and (2) the Easement in the form attached hereto as Exhibit B duly executed and acknowledged by Buyer. Within five days after

receipt of the foregoing, the Termination of Option and the Easement shall be duly executed and acknowledged by City, and City shall cause both the Easement and the Termination of Option to be recorded in the official records of Solano County and promptly furnish Buyer with copies evidencing such recordation.

4. Further Assurances. The parties hereto agree to execute all such additional instruments and documents, and to take all such additional actions, as may be reasonable and necessary to carry out the provisions of this Agreement.

5. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile or electronic mail and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of posting by the United States Post Office,

To Buyer:	PW FUND A, LP 555 Capitol Mall, Suite 900 Sacramento, CA 95814 Attention: Brian Marty
To BOD:	Buzz Oates Development, LP 555 Capitol Mall, Suite 900 Sacramento, CA 95814 Attention: Brian Marty
To City:	City of Fairfield 1000 Webster Street, 2 <sup>nd</sup> Floor Fairfield, CA 94533 Attn: Real Estate Specialist II

6. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(d) Professional Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that even the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

(e) Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including, without limitation any letters of intent or other agreements between the parties hereto, whether in writing or oral. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

(f) Time of Essence. City and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(g) Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(h) Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code, the time for such performance shall be extended to 5:00 p.m. on the next business day.

(i) Counterparts, Facsimiles and Electronic Copies. This Agreement may be executed in multiple counterparts, facsimile copies and electronically signed (.pdf) copies, each of which shall be deemed an original, but all of which, together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**Buyer:**

PW FUND A, LP,  
a California limited partnership


By: PWIE GP, LLC, a California limited liability company, General Partner

By: Pac West Industrial Equities, LP, a Delaware limited partnership, Sole Member

By: PWI GP, LP, a California limited partnership, General Partner

By: PWI Lead, LLC, a California limited liability company, General Partner

By:   
Kevin Ramos, Investment Committee Chair

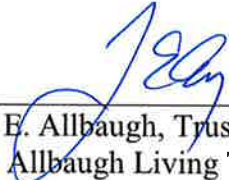
By:   
Larry Allbaugh, Investment Committee Member

Dated: February 25, 2021

**BOD:**

BUZZ OATES DEVELOPMENT, L.P.,  
a California limited partnership

By: Oates Associates Investors, LLC, a California limited liability company, General Partner

By:   
Larry E. Allbaugh, Trustee of the Larry and Laura Allbaugh Living Trust, Manager

Dated: February 25, 2021

**City:**

CITY OF FAIRFIELD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

**EXHIBIT "A"**

Owner Parcels - Legal Description (consisting of two pages)

2925 CORDELIA - APN 0046-300-280:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF SOLANO, CITY OF FAIRFIELD, AND IS DESCRIBED AS FOLLOWS:

LOT 1 AS CREATED BY THAT CERTAIN "NOTICE OF MINOR LOT LINE  
ADJUSTMENT", RECORDED MAY 17, 2013 AS INSTRUMENT NO. 13-50143, SOLANO  
COUNTY RECORDS, AND DESCRIBED AS:

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF  
FAIRFIELD, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS  
FOLLOWS:

BEING ALL OF PARCEL 3 AND PARCEL 4 AND A PORTION OF PARCEL 2 AND  
PARCEL 5, AS SAID PARCELS ARE SHOWN AND SO DESIGNATED ON THAT  
CERTAIN PARCEL MAP ENTITLED "CORDELIA SOUTH INDUSTRIAL PARK",  
RECORDED MARCH 7, 2011, IN BOOK 49 OF PARCEL MAPS, AT PAGE 97, IN THE  
OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SAID PARCEL 3;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EASTERN LINE OF SAID  
PARCEL 3 AND THE EASTERN LINE OF SAID PARCEL 4, SOUTH 00° 19' 33" EAST  
756.43 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 4;

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE SOUTHEASTERN  
LINE OF SAID PARCEL 4 AND THE SOUTHEASTERN LINE OF SAID PARCEL 5,  
SOUTH 61° 50' 19" WEST 945.83 FEET;

THENCE LEAVING SAID SOUTHEASTERN LINE, NORTH 00° 04' 33" WEST 1201.71  
FEET TO A POINT ON THE NORTHERN LINE OF SAID PARCEL 2;

THENCE, ALONG SAID NORTHERN LINE OF PARCEL 2 AND THE NORTHERN LINE  
OF SAID PARCEL 3, NORTH 89° 55' 27" EAST 831.15 FEET TO SAID POINT OF  
BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS, AND  
ROYALTIES, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL,

GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR  
OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER SHALL NOT  
HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR  
THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS  
RESERVED BY SPTC HOLDING INC., A DELAWARE CORPORATION IN THE DEED  
RECORDED MAY 16, 1990, INSTRUMENT NO. 900037854, SOLANO COUNTY  
RECORDS.

**2975 CORDELIA - APN 0046-300-270:**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD AND DESCRIBED AS FOLLOWS:

LOT 2 AS CREATED BY THAT CERTAIN NOTICE OF MINOR LOT LINE ADJUSTMENT RECORDED MAY 17, 2013 AS INSTRUMENT 201300050143 OF OFFICIAL RECORDS, AND DESCRIBED AS:

BEING ALL PARCEL 1 AND PARCEL 6 AND A PORTION OF PARCEL 2, AS SAID PARCELS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "CORDELIA SOUTH INDUSTRIAL PARK", RECORDED MARCH 7, 2011 IN BOOK 49 OF PARCEL MAPS, AT PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY AND ALL OF LOT 2A, AS SAID LOT 2A IS DESCRIBED IN THAT CERTAIN NOTICE OF MINOR LOT LINE ADJUSTMENT RECORDED MAY 17, 2013 IN DOCUMENT NO. 2013-50143 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY REORDER OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL 1;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF SAID PARCEL 1 AND THE NORTHERN LINE OF SAID LOT 2A, NORTH 89°55'27" EAST 944.41 FEET TO THE NORTHEASTERN CORNER OF SAID LOT 2A;

THENCE, FROM SAID NORTHEASTERN CORNER, ALONG THE EASTERN LINE OF SAID LOT 2A, SOUTH 00°04'33" EAST 1201.71 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 2A;

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE SOUTHEASTERN LINE OF SAID LOT 2A AND THE SOUTHEASTERN LINE OF SAID PARCEL 6, SOUTH 61°50'19" WEST 331.94 FEET TO THE SOUTHERN CORNER OF SAID PARCEL 6;

THENCE, FROM SAID SOUTHERN CORNER, ALONG THE WESTERN LINE OF PARCEL 6 AND THE WESTERN LINE OF SAID PARCEL 1, THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 380.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 05°14'58" WEST, THROUGH A CENTRAL ANGLE OF 62°12'08", AN ARC DISTANCE OF 412.54 FEET,
- 2) NORTH 33°02'50" WEST 99.97 FEET,
- 3) ALONG THE ARC OF A TANGENT 330.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°30'58", AN ARC DISTANCE OF 118.16 FEET,
- 4) NORTH 12°31'52" WEST 820.28 FEET, 5) ALONG THE ARC OF A TANGENT 880.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°49'16", AN ARC DISTANCE OF 150.84 FEET, AND
- 6) NORTH 02°42'36" WEST 43.76 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTEREST, AND ROYALTIES, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS RESERVED BY SPTC HOLDING INC., A DELAWARE CORPORATION IN THE DEED RECORDED MAY 16, 1990 AS INSTRUMENT 900037854 OF OFFICIAL RECORDS

EXHIBIT B

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Fairfield  
1000 Webster Street, 2<sup>nd</sup> Floor  
Fairfield, CA 94533

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**OPTION AGREEMENT TERMINATION**

THE PARTIES HEREBY AGREE that the Option Agreement dated October 30, 2012 which is evidenced by a Memorandum of Option dated October 30, 2012 which was recorded on November 1, 2012 in the Official Records of Solano County as Document No. 201200111230, by and between the CITY OF FAIRFIELD, a municipal corporation (as "Seller"), and BUZZ OATES DEVELOPMENT, LP, a California limited partnership (as "Buyer) for that certain real property located in Solano County, California which is described in Exhibit A attached hereto, is terminated effective \_\_\_\_\_, 2021.

Seller:

CITY OF FAIRFIELD

Date: \_\_\_\_\_, 2021

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

Buyer:

BUZZ OATES DEVELOPMENT, L.P., a California  
limited partnership

By: Oates Associates Investors, LLC, a California  
limited liability company, General Partner

Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Larry E. Allbaugh, Trustee of the Larry and  
Laura Allbaugh Living Trust, Manager

## 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 SACRAMENTO )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, Notary Public, personally appeared LARRY E. ALLBAUGH, 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

Seal



## 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 \_\_\_\_\_ )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, 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.

Signature \_\_\_\_\_  
NOTARY PUBLIC

Seal

## EXHIBIT C

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

PW FUND A, LP  
555 Capitol Mall, Suite 900  
Sacramento, CA 95814

APNs 0046-300-250 and 260

R&T Code 11911 – No consideration

(Space Above This Line For Recorder's Use)

### **DRAINAGE EASEMENT DEED**

This DRAINAGE EASEMENT DEED ("Easement Deed") is entered into as of \_\_\_\_\_, 2021, by and between PW FUND A, LP, a California limited partnership ("Owner"), and the CITY OF FAIRFIELD, a municipal corporation ("City").

#### RECITALS

WHEREAS, Owner is the owner of those certain real properties located in the City of Fairfield, California, commonly known as 2925 Cordelia Road and 2975 Cordelia Road and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Owner Parcels").

WHEREAS, City is the owner of that certain real property located in the City of Fairfield, California, as more particularly described on Exhibit "B" attached hereto and incorporated herein ("City Parcel").

WHEREAS, as part of the development of the Owner Parcels a storm drainage system was installed for the purpose of discharging water runoff from the Owner Parcels into the Easement Area (described below) located on the City Parcel, after passing through a pipeline installed underneath the Union Pacific rail line which separates the Owner Parcels from the City Parcels.

WHEREAS, Owner and City now desire to enter into this Easement Deed to convey to Owner a non-exclusive easement for drainage over the Easement Area described hereinto for the benefit of the Owner Parcels, as hereinafter provided, and City is willing to convey such easement on the terms and conditions set forth herein.

#### AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

##### **1. Grant of Easement.**

A. City hereby declares, establishes, and grants to Owner for the benefit of the Owner Parcels a non-exclusive easement ("Easement") in, on, over, across and under that portion of the City Parcel which legally described on Exhibit "C" attached hereto (the "Easement Area"). The Easement Area is also depicted on the site plan as attached on Exhibit "C-1" attached hereto. The Easement shall

## EXHIBIT C

be for drainage purposes from the Owner Parcels, including any necessary construction, installation, repair, replacement or maintenance of the existing underground storm drain lines and outfall structure/materials which provide drainage from the Owner Parcels into the Easement Area. The Easement shall include the right of ingress to and egress from said Easement Area across the City Property and any access easements appurtenant thereto.

B. Owner shall not erect or construct or permit to be erected or constructed any building or other permanent improvements within the limits of the Easement Area that would unreasonably interfere with the Easement or existing drainage improvements located therein.

C. Owner agrees to accept the Easement in its current, AS IS condition, without representation or warranty, express or implied, and subject to all matters of record. Owner understands that it may obtain title insurance and has the opportunity to inspect the Easement prior to executing the Easement Deed.

2. **General.** The Easement is appurtenant to the Owner Parcels and is a burden upon the City Parcel. The dominant estate shall be the Owner Parcels and the servient estate shall be the City Parcel. The easements, covenants and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, and successors-in-interest.

3. **Indemnity.** Owner shall defend, indemnify and hold harmless City from and against any claims, injuries, liabilities, damages, actions or liens to the extent arising out of or in connection with the acts or omissions of Owner, its agents, employees or contractors caused by or resulting from the construction, installation, repair, replacement, maintenance or use of the drainage improvements within the Easement Area, except to the extent that any such claims, injuries, liabilities, damages, actions or liens arise out of Owner's negligent actions or omissions.

4. **Insurance.** Prior to entry on the City Parcel to install or perform any work on the drainage improvements located in the Easement Area, Owner and/or Owner's contractor(s) performing such work shall obtain and maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, whether involving bodily injury or death or property damage (or a combination thereof), and if applicable worker's compensation insurance.

5. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to City:                      City of Fairfield  
   Attn: Real Estate Specialist II  
   1000 Webster Street  
   Fairfield, California 94533

If to Owner:                    PW Fund A, LP  
   Attn: Legal Dept  
   555 Capitol Mall, Suite 900  
   Sacramento, CA 95814

6. **Counterparts.** This Easement Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same

## EXHIBIT C

instrument.

7. **Governing Law.** This Easement Deed shall be governed by and construed in accordance with the laws of the State of California.

8. **Miscellaneous.** The relationship of the parties is determined solely by the provisions of this Easement Deed. This Easement Deed does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's length contract. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of this Easement Deed. Whenever required by the context of this Easement Deed, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Easement Deed shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. All exhibits referred to in this Easement Deed are attached and incorporated by this reference as though fully set forth herein. This Easement Deed (including all exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and undertakings of the parties, whether written or oral, are hereby superseded and merged herein. No amendment, supplement or modification of this Easement Deed shall be binding unless executed in writing by the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT C

IN WITNESS WHEREOF, the parties have executed this Easement Deed as of the day and year first above written.

**“OWNER”**

PW FUND A, LP, a California limited partnership

By: PWIE GP, LLC, a California limited liability company, General Partner

By: Pac West Industrial Equities, LP, a Delaware limited partnership, Sole Member

By: PWI GP, LP, a California limited partnership, General Partner

By: PWI Lead, LLC, a California limited liability company, General Partner

By: \_\_\_\_\_  
Kevin Ramos, Investment Committee Chair

By: \_\_\_\_\_  
Larry Allbaugh, Investment Committee Member

Dated: \_\_\_\_\_, 2021

**“CITY”**

CITY OF FAIRFIELD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

Attest:

\_\_\_\_\_  
City Clerk

EXHIBITS ATTACHED HERETO:

- Exhibit “A” - Owner Parcel Legal Description
- Exhibit “B” - City Parcel Legal Description
- Exhibit “C” - Legal Description of Easement Area

EXHIBIT C

Exhibit "C-1" - Depiction of Easement Area

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 SACRAMENTO                )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, Notary Public, personally appeared KEVIN RAMOS and LARRY ALLBAUGH, 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

Seal

## ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

Seal

EXHIBIT C

EXHIBIT "A"

Owner Parcels - Legal Description (consisting of two pages)

2925 CORDELIA - APN 0046-300-280:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD, AND IS DESCRIBED AS FOLLOWS:

LOT 1 AS CREATED BY THAT CERTAIN "NOTICE OF MINOR LOT LINE ADJUSTMENT", RECORDED MAY 17, 2013 AS INSTRUMENT NO. 13-50143, SOLANO COUNTY RECORDS, AND DESCRIBED AS:

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF FAIRFIELD, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 3 AND PARCEL 4 AND A PORTION OF PARCEL 2 AND PARCEL 5, AS SAID PARCELS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "CORDELIA SOUTH INDUSTRIAL PARK", RECORDED MARCH 7, 2011, IN BOOK 49 OF PARCEL MAPS, AT PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SAID PARCEL 3;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EASTERN LINE OF SAID PARCEL 3 AND THE EASTERN LINE OF SAID PARCEL 4, SOUTH 00° 19' 33" EAST 756.43 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL 4;

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE SOUTHEASTERN LINE OF SAID PARCEL 4 AND THE SOUTHEASTERN LINE OF SAID PARCEL 5, SOUTH 61° 50' 19" WEST 945.83 FEET;

THENCE LEAVING SAID SOUTHEASTERN LINE, NORTH 00° 04' 33" WEST 1201.71 FEET TO A POINT ON THE NORTHERN LINE OF SAID PARCEL 2;

THENCE, ALONG SAID NORTHERN LINE OF PARCEL 2 AND THE NORTHERN LINE OF SAID PARCEL 3, NORTH 89° 55' 27" EAST 831.15 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS, AND ROYALTIES, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL,

GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS RESERVED BY SPTC HOLDING INC., A DELAWARE CORPORATION IN THE DEED RECORDED MAY 16, 1990, INSTRUMENT NO. 900037854, SOLANO COUNTY RECORDS.



## EXHIBIT C

### **2975 CORDELIA - APN 0046-300-270:**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD AND DESCRIBED AS FOLLOWS:

LOT 2 AS CREATED BY THAT CERTAIN NOTICE OF MINOR LOT LINE ADJUSTMENT RECORDED MAY 17, 2013 AS INSTRUMENT 201300050143 OF OFFICIAL RECORDS, AND DESCRIBED AS:

BEING ALL PARCEL 1 AND PARCEL 6 AND A PORTION OF PARCEL 2, AS SAID PARCELS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "CORDELIA SOUTH INDUSTRIAL PARK", RECORDED MARCH 7, 2011 IN BOOK 49 OF PARCEL MAPS, AT PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY AND ALL OF LOT 2A, AS SAID LOT 2A IS DESCRIBED IN THAT CERTAIN NOTICE OF MINOR LOT LINE ADJUSTMENT RECORDED MAY 17, 2013 IN DOCUMENT NO. 2013-50143 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY REORDER OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL 1;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF SAID PARCEL 1 AND THE NORTHERN LINE OF SAID LOT 2A, NORTH 89°55'27" EAST 944.41 FEET TO THE NORTHEASTERN CORNER OF SAID LOT 2A;

THENCE, FROM SAID NORTHEASTERN CORNER, ALONG THE EASTERN LINE OF SAID LOT 2A, SOUTH 00°04'33" EAST 1201.71 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 2A;

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE SOUTHEASTERN LINE OF SAID LOT 2A AND THE SOUTHEASTERN LINE OF SAID PARCEL 6, SOUTH 61°50'19" WEST 331.94 FEET TO THE SOUTHERN CORNER OF SAID PARCEL 6;

THENCE, FROM SAID SOUTHERN CORNER, ALONG THE WESTERN LINE OF PARCEL 6 AND THE WESTERN LINE OF SAID PARCEL 1, THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 380.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 05°14'58" WEST, THROUGH A CENTRAL ANGLE OF 62°12'08", AN ARC DISTANCE OF 412.54 FEET,
- 2) NORTH 33°02'50" WEST 99.97 FEET,
- 3) ALONG THE ARC OF A TANGENT 330.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°30'58", AN ARC DISTANCE OF 118.16 FEET,
- 4) NORTH 12°31'52" WEST 820.28 FEET, 5) ALONG THE ARC OF A TANGENT 880.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°49'16", AN ARC DISTANCE OF 150.84 FEET, AND
- 6) NORTH 02°42'36" WEST 43.76 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTEREST, AND ROYALTIES, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS RESERVED BY SPTC HOLDING INC., A DELAWARE CORPORATION IN THE DEED RECORDED MAY 16, 1990 AS INSTRUMENT 900037854 OF OFFICIAL RECORDS

EXHIBIT C

EXHIBIT "B"

City Parcel - Legal Description (consisting of two pages)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD, AND IS DESCRIBED AS FOLLOWS:  
PARCEL ONE:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 27, 2011, IN DOCUMENT NO. 2011-00047207 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID CORNER BEING  
A POINT ON THE SOUTHEASTERN LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (100 FEET WIDE);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN AND EASTERN LINES OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES;

1) NORTH 61° 50' 19" EAST (THE BEARING OF SAID NORTHERN LINE IS BEING TAKEN AS NORTH 61° 50' 19" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION)  
1,842.14 FEET, AND

2) SOUTH 00° 05' 45" EAST 869.41 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 90° 00' 00" WEST 1,625.53 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

TOGETHER WITH ALL RIGHTS, IF ANY, AS RESERVED IN DEED FROM DANIEL MCCREARY TO CALIFORNIA PACIFIC RAILROAD COMPANY, RECORDED MARCH 19, 1872, IN BOOK 45 OF DEEDS, PAGE 137.

EXCEPTING THEREFROM:

RIGHTS RESERVED IN THE DEED FROM THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, RECORDED JANUARY 7, 1985, AT PAGE 801, INSTRUMENT NO. 441 OFFICIAL RECORDS AS FOLLOWS:

THE SOLE AND EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE AND TAKE ANY OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL SUBSTANCES AND ACCOMPANYING FLUIDS INCLUDING ALL GEOTHERMAL RESOURCES, FROM THE REAL PROPERTY GRANTED HEREIN, FROM BELOW A DEPTH OF FIVE HUNDRED FEET (500') FROM THE SURFACE OF SAID REAL PROPERTY, INCLUDING THE RIGHT TO SLANT DRILL FROM ADJACENT PROPERTY, THE RIGHT TO UTILIZE SUBSURFACE STORAGE FOR NATURAL SUBSTANCES, AND THE RIGHT TO MAINTAIN SUBSURFACE PRESSURES. GRANTOR COVENANTS AND AGREES THAT THE ABOVE RESERVED RIGHTS WILL NOT BE EXERCISED IN DEROGATION OF GRANTEE'S USES AND PURPOSES OF THE SURFACE OF SAID REAL PROPERTY.

## EXHIBIT C

### PARCEL TWO:

AN EASEMENT RIGHT OF WAY (15 FOOT WIDE MINIMUM) FOR VEHICULAR AND PEDESTRIAN TRAFFIC (TERMED ROAD OR ROADWAY) ACROSS THE TRACKS AND UPON THE PROPERTY OF THE RAILROAD AT MILEPOST AA51.89 AT OR NEAR SUBEET, SOLANO COUNTY, CALIFORNIA SAID EXACT LOCATION BEING SHOWN ON A PRINT DRAWING MARKED EXHIBIT "B" AND ATTACHED THERETO, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, MAINTAIN AND USE SAME, AS GRANTED TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BY INSTRUMENT RECORDED NOVEMBER 1, 1983, BOOK 1983, OFFICIAL RECORDS, PAGE 91721.

### PARCEL THREE:

AN EASEMENT FOR ROADWAY PURPOSES AS RESERVED IN THE FOLLOWING DEEDS FROM THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A DELAWARE CORPORATION RECORDED JULY 19, 1976, BOOK 1976, OFFICIAL RECORDS, PAGES 40111, 40114 AND 40117 RESPECTIVELY, OVER THE WESTERLY 15 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SUISUN RANCHO: BEGINNING AT THE SOUTHWEST CORNER OF LAND FORMERLY OF A.J. PERRY (NOW OF ANHEUSER-BUSCH, INC.), SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LAND OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN JUDGMENT OF SECOND PRELIMINARY DISTRIBUTION, NO. 18686, RECORDED MAY 1, 1970, IN BOOK 1623 OF OFFICIAL RECORDS AT PAGE 113, SOLANO COUNTY RECORDS; AND SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 394 (ALSO KNOWN AS HALE RANCH ROAD) WITH THE CENTERLINE OF COUNTY ROAD NO. 76 (ALSO KNOWN AS CORDELIA ROAD); THENCE NORTH 89° 55' 27" EAST ALONG THE CENTERLINE OF COUNTY ROAD NO. 76 A DISTANCE OF 1,956.90 FEET; THENCE SOUTH ALONG THE EASTERLY LINE AS DESCRIBED IN SAID JUDGMENT OF SECOND PRELIMINARY DISTRIBUTION, A DISTANCE OF 793.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF LAND (100 FEET WIDE) OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DESCRIBED IN THAT CERTAIN INDENTURE DATED MARCH 15, 1872, FROM DANIEL MCCREARY TO CALIFORNIA PACIFIC RAILROAD COMPANY, RECORDED MARCH 19, 1872, IN BOOK 45 OF DEEDS, PAGE 137, RECORDS OF SAID COUNTY; THENCE SOUTH 61° 49' 39" WEST, ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 1,864.79 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF W.C. ROBBINS, JR., SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE AS DESCRIBED IN SAID JUDGMENT; THENCE NORTH 10° 36' 38" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 1,700.03 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND QUITCLAIM TO THE COUNTY OF SOLANO BY QUITCLAIM DEED DATED NOVEMBER 7, 1975, RECORDED FEBRUARY 10, 1976, BOOK 1976, OFFICIAL RECORDS, PAGE 6753, SOLANO COUNTY RECORDS.

FURTHER EXCEPTING THEREFROM THE REVERSIONARY RIGHTS TO THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND AS RESERVED IN QUITCLAIM DEED TO THE COUNTY OF SOLANO RECORDED FEBRUARY 10, 1976, BOOK 1976, PAGE 6753 AS ASSIGNED TO SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION; J.S. WEST MILLING COMPANY, A CALIFORNIA CORPORATION; AND MODESTO LUMBER COMPANY, A CALIFORNIA CORPORATION IN DEEDS RECORDED JULY 19, 1976, BOOK 1976, OFFICIAL RECORDS, PAGES 40111, 40114 AND 40117 RESPECTIVELY.

APN: 0046-300-250 & 0046-300-260

EXHIBIT C

EXHIBIT "C"

Legal Description of Easement Area

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DRAINAGE EASEMENT**  
**PAGE 1 OF 2**

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

A portion of that certain Tract of land, as said tract is described in that certain document entitled, "Memorandum of Option" recorded as Document No. 201200111230, Solano County Official Records, more particularly described as follows:

**PARCEL 1**

A strip of land the uniform width of fifty (50) feet, the centerline of which is described as follows:

**COMMENCING** at the westerly corner of the above referenced tract; thence from the **POINT OF COMMENCEMENT**, along the northerly line of said tract, North 61°50'19" East 1171.30 feet to the **POINT OF BEGINNING**; thence from the **POINT OF BEGINNING**, leaving said northerly line, South 28°09'41" East 69.61 feet; thence South 30°23'31" East 150.96 feet; thence 68.43 feet along the arc of a tangent curve to the left, concave to the northeast, having a radius of 150 feet, through a central angle of 26°08'22", and being subtended by a chord bearing South 43°27'42" East 67.84 feet; thence South 56°31'53" East 172.22 to a point hereinafter referred to as **POINT "A"**; thence South 00°55'09" East 217.03 feet to a point on the southerly line of said tract and the terminus of the herein described strip.

The sidelines of said strip shall be lengthened or shortened to terminate at said northerly and southerly lines.

**PARCEL 2**

A strip of land the uniform width of fifty (50) feet, the centerline of which is described as follows:

**BEGINNING** at said **POINT "A"**; thence from the **POINT OF BEGINNING**, North 04°41'13" West 68.46 feet; thence North 02°27'25" West 103.28 feet; thence North 05°48'23" West 51.81 feet; thence North 02°31'40" West 52.12 feet; thence North 05°11'01" West 73.23 feet; thence North 02°11'46" East 56.38 feet; thence North 09°12'28" West 31.14 feet; thence North 33°27'14" West 41.32 feet to a point on said northerly line and the terminus of the herein described strip.


The sidelines of said strip shall be lengthened or shortened to terminate at said northerly line.

The above described parcels are shown on Exhibit "B" attached hereto and made a part hereof.

EXHIBIT C

EXHIBIT "A"  
LEGAL DESCRIPTION  
DRAINAGE EASEMENT  
PAGE 2 OF 2

This description was prepared by me or under my direction.

  
\_\_\_\_\_  
Michael J Chiara, PLS 9058

1/20/2021  
Date



# EXHIBIT C

## EXHIBIT "C-1"

### Depiction of Easement Area

