

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the “**Agreement**”), is dated as of _____, 2021 (“**Effective Date**”), and is entered into by and between the CITY OF FAIRFIELD, a municipal corporation (“**Seller**”) and FAIRFIELD-SUISUN SEWER DISTRICT, a sewer district formed and existing under the laws of the State of California (“**Buyer**”).

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 convey the Property to Buyer in lieu of, and as alternative consideration of a value comparable to (or exceeding) the value of the “Project” described in Section III-E of that certain Agreement dated October 1, 2002 among Solano Irrigation District, Seller and Buyer (the “2002 Agreement”).

C. The Property is encumbered by certain Ground Lease dated April 4, 2013 between Seller and Fairfield Extreme Sports, LLC as amended by amendments dated May 24, 2011 and April 25, 2019 as guaranteed by a Lease Guaranty dated April 4, 2013 (the “**Extreme Sports Lease**”).

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 the 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 and zoning.

Section 1.2 Escrow Holder shall mean Placer Title Company at 1300 Oliver Road, Suite 120, Fairfield, CA 94534, Attn: Kelly Guglielmo.

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

Section 1.4 Hazardous Materials shall include, but not be limited to, substances defined as “hazardous substances,” “hazardous materials,” “pollutant or contaminant,” “imminently hazardous chemical substance or mixture,” “hazardous air pollutant,” “toxic pollutant,” “hazardous waste,” “extremely hazardous waste” or “toxic substances” in any of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended,

42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; and those substances defined as “hazardous substances” in §25316 of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws (collectively, “**Hazardous Materials Laws**”).

Section 1.5 Investigation Period means the due diligence period for the Buyer to conduct an investigation of the Property’s physical condition as provided in Section 2.9.

Section 1.6 Title Company shall mean the Escrow Holder.

ARTICLE 2. PURCHASE AND SALE OF PROPERTY.

Section 2.1 Agreement to Convey and Accept the Property. The Seller hereby agrees to convey the Property to Buyer in lieu of providing the Project, and Buyer hereby agrees to accept the Property (and assume all obligations of Seller under the Extreme Sports Lease, including the obligations of Seller with respect to security deposits thereunder delivered to Buyer at Close of Escrow) in lieu of the Project.

Section 2.2 Escrow.

Section 2.2.1 Opening of Escrow. Within five (5) days after the Effective Date, Buyer and Seller shall deliver a copy of this executed Agreement (and a copy of the Extreme Sports Lease) to Escrow Holder and shall open an escrow (the “**Escrow**”) with the Escrow Holder for the conveyance 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 within ten (10) days following the expiration of the Investigation Period (as defined in Section 2.9 below) (the “**Closing Deadline**”).

If for any reason other than a default by the Seller or Buyer the Closing does not occur on or before the Closing 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, the Agreement shall be automatically terminated and that defaulting Party shall pay all escrow and title cancellation changes.

Section 2.3 Conditions to Buyer’s Obligations. The following are conditions precedent (collectively, “**Buyer’s Contingencies**”) to the Close of Escrow and Buyer’s obligation to acquire the Property and assume the Extreme Sports Lease, 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) Prior to expiration of the Investigation Period (as provided in Section 2.10) below, Buyer's delivery of the Approval Notice;
- (ii) At the closing, the absence of an Event of Default by Seller hereunder.

Section 2.4 Conditions to Seller's Obligations. The absence of an Event of Default by Buyer hereunder is a condition precedent ("**Seller's Contingencies**") to the Close of Escrow and Seller's obligation to sell the Property, which may be waived in writing by Seller.

Section 2.5 Title. Seller shall promptly deliver to Buyer (by email to TSortor@fssd.com) a current preliminary report for the Property from the Title Company with hyperlinks to the documents listed as title exceptions therein. Buyer shall have thirty (30) days after delivery to object to such exceptions to title by written notice to Seller and Escrow Holder, but Buyer hereby approves as title exceptions: the Extreme Sports Lease.

Section 2.6 If Buyer does not object in writing to any other exception within said thirty (30) day period, Buyer shall be deemed to have approved such exception. If Buyer timely objects in writing to the Seller regarding any exception, Seller shall notify Buyer whether Seller is willing to remove any such exception by written notice given within ten (10) days after receipt of Buyer's written notice, and if Seller is willing to remove any such exception, Seller shall attempt in good faith to remove such exception prior to Close of Escrow, but if Seller is unable to remove the exception prior to the Close of Escrow, then Buyer may terminate this Agreement, in which event all rights, obligations and liabilities of Seller and Buyer under and pursuant to this Agreement shall terminate (except for obligations and liabilities under this Agreement that expressly survive the termination of this Agreement) 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. In no event shall Seller be obligated to expend any material sum or sums attempting to remove any title exception.

Section 2.7 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 2.7.1 Seller shall deliver to Escrow:

- (i) an original of the Grant Deed, duly executed by Seller and acknowledged (which includes the post-closing requests described in Article 6 below);
- (ii) a counterpart of an Assignment of Lease Guaranty for the guaranty of the Extreme Sports Lease in the form attached hereto as Exhibit "C" ("**Assignment**") executed by Seller;

(iii) the \$5,000 security deposit under the Extreme Sports Lease;

(iv) counterparts of the tenant notice in the form attached hereto as Exhibit "D" ("**Tenant Notice**") executed by Seller;

(v) such funds as are required to pay for costs and expenses payable by Seller hereunder;

(vi) the portion of the rent under the Extreme Sports Lease for the month in which the Close of Escrow occurs that is allocable by proration to the portion of said month after the Close of Escrow; and

(vii) such proof of Seller's authority and authorization to enter into this transaction, and such other documents, as the Title Company may reasonably require in order to issue the Title Policy (including Title Company's standard owner's affidavit) or close this transaction.

Section 2.7.2 Buyer shall deliver to Escrow:

(i) a Certificate of Acceptance for the Grant Deed, executed and acknowledged;

(ii) a counterpart of the Assignment, executed by Buyer;

(iii) counterparts of the Tenant Notice, executed by Buyer;

(iv) any funds that are required to pay for costs and expenses payable by Buyer hereunder; and

(v) such proof of Buyer's authority and authorization to enter into this transaction, and such other documents, as the Title Company may reasonably require to issue the Title Policy or close this transaction.

Section 2.8 Authorization to Record Documents and Disburse Funds. Escrow Holder shall record the Grant Deed (with Certificate of Acceptance), deliver to Buyer the counterpart of the Assignment executed by Seller, and deliver to Seller the counterpart of the Assignment executed by Buyer, deliver the security deposit and prorated rent to Buyer, send the Tenant Notice to the tenant, and deliver copies of the Tenant Notice to Buyer and Seller), and apply additional funds to costs as shown in the Preliminary Settlement prepared by Escrow Holder and approved by Buyer and Seller provided each of the following conditions has then been fulfilled:

Section 2.8.1 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 2.8.2 Seller and Buyer shall have deposited in Escrow the documents and funds required to be deposited in Escrow pursuant to Section 2.6.1 and 2.6.2.

Section 2.9 Costs Charges and Prorations.

Section 2.9.1 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 Seller is exempt from property taxes and no property taxes shall be allocated to Seller.)

Section 2.9.2 Rents under the Extreme Sports Lease shall be prorated as of the Close of Escrow.

Section 2.9.3 Escrow Holder shall prepare a Preliminary Settlement Statement describing all costs to be paid by Buyer and Seller respectively, for approval by Buyer and Seller prior to the Close of Escrow.

Section 2.10 Investigation Period; Documents and Physical Condition. It is understood and agreed upon and between the parties hereto that Buyer's acquisition of the Property is subject to and conditioned upon its inspection of the Property. The Seller shall provide to Buyer within fifteen (15) days after the Effective Date copies of all material documents, reports, and correspondence in the Seller's possession or control that relate to the Property. The Investigation Period shall expire at 5 p.m. on the earlier of: (i) the date on which the Buyer delivers the Approval Notice, or (ii) the date that is forty-five (45) days after the Effective Date of this Agreement (the "**Investigation Period**").

Commencing on the Effective Date, Buyer and its agents, employees, consultants and representatives may enter upon the Property: (i) after providing evidence of reasonable insurance coverage meeting the Seller's standard requirements, and (ii) upon twenty-four (24) hour prior written notice sent to the Seller, in order to investigate, conduct and carry out any and all inspections, tests and studies as Buyer deems appropriate or Buyer's lender requires regarding the physical condition of the entire Property; provided, however, that Seller's agent may request to be present during such inspections, and Buyer shall reasonably accommodate Seller in arranging a mutually convenient inspection time so that Seller or Seller's agents may be present.

Buyer shall have the right to terminate this Agreement at any time prior to the expiration of the Investigation Period by delivering to Seller written notice of Buyer's election to terminate this Agreement, describing the condition disapproved by Buyer.

Buyer shall indemnify, defend and hold Seller harmless from and against any claims, losses, liabilities, costs, damages, injuries and expenses arising from or related to the activities of Buyer and Buyer's consultants/contractors on or about the Property during the Investigation Period.

If this Agreement is terminated or if escrow fails to close for any reason, Buyer shall promptly restore the Property to substantially the same condition as existed prior to Buyer's

undertaking of any invasive 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; provided, that Buyer shall provide Seller with a copy of all of the reports without cost (and without representation or warranty). Buyer's obligations hereunder shall survive the closing and the termination of this Agreement for any reason.

Section 2.11 "AS-IS" Condition of the Property. Buyer is purchasing the Property in its "AS-IS" condition as of the date of the Close of Escrow, with all faults, and without any representation or warranty, express or implied, except as follows:

Seller hereby represents and warrants to Buyer as of the date hereof (which representations and warranties shall survive the Close of Escrow for a period of six (6) months, and are being relied upon by Buyer in entering into this Agreement and acquiring the Property):

- (i) The Extreme Sports Lease is the only lease affecting the Property;
and
- (ii) To the knowledge of the City Manager of Seller, neither the Seller nor the tenants under the Extreme Sports Lease is in default under the lease.
- (iii) To Seller's knowledge, without investigation or inquiry, neither the Property nor any real estate in the vicinity of the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Seller, nor to Seller's knowledge, any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any hazardous Material over the Property. Neither Seller, nor to Seller's knowledge, any third party has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Laws, and to Seller's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property. To Seller's knowledge, the Property does not consist of any building materials that contain Hazardous Material. The Seller's representations continue only for one (1) year after the Close of Escrow, and will be of no force or effect unless a suit for rescission and/or damage is commenced for breach within said one (1) year period.

Section 2.12 Brokers' Commissions. Each party represents and warrants to the other that it has not used any broker, agent, finder or other person in connection with this transaction contemplated hereby to whom a brokerage or other commission or fee may be payable.

ARTICLE 3. HAZARDOUS MATERIALS

Section 3.1 AS OF THE CLOSING, THE BUYER, ON BEHALF OF ITSELF AND ITS SUCCESSORS, HEREBY FULLY AND ENTIRELY RELEASES AND DISCHARGES THE SELLER (INCLUDING, BUT NOT LIMITED TO, THE SELLER'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ADMINISTRATORS, ASSIGNS, AND ATTORNEYS (COLLECTIVELY, "**RELEASED PARTIES**") AND OF

EACH OF THEM, OF AND FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LIABILITIES, DAMAGES, AND LOSSES, OF WHATEVER NATURE, ANTICIPATED OR UNANTICIPATED, KNOWN OR UNKNOWN, ON ACCOUNT OF THE PHYSICAL CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR THE PURPOSES FOR WHICH IT IS ACQUIRED BY THE BUYER, OR THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE PROPERTY OR IN CONNECTION WITH, OR IN ANY WAY RELATED TO THE PROPERTY.

THIS RELEASE CONSTITUTES AN EXPLICIT WAIVER BY THE BUYER, AND ITS SUCCESSORS AND ASSIGNS, OF EACH AND ALL OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Buyer's Initials: JA

Section 3.2 Additionally, Buyer, on behalf of itself and its successors, affiliates, partners, and assigns, agrees to indemnify, protect, defend and hold harmless the Seller, including, but not limited to, the Seller's servants, employees, agents, representatives, successors, administrators, assigns, and attorneys, and of each of them alone, from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees and costs), resulting from, arising out of, or based upon: (i) the release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, the Property or the transportation of any such Hazardous Materials to or from the Property, or (ii) the violation, or alleged violation, of compliance with the requirements of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal of Hazardous Materials on, in or about the Property. The provisions of this Section shall survive the Close of Escrow.

ARTICLE 4. EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default. Any breach of this Agreement which is not cured within thirty (30) days after written notice from the non-defaulting party setting forth the nature of the default and the actions, if any, required to cure such default, shall constitute an "Event of Default" by the party in default.

Section 4.2 Buyer's Remedies. If any Event of Default by Seller occurs, then the Buyer shall be entitled to all remedies available at law or in equity, including, without limitation, specific performance, it being acknowledged by Seller with respect to a specific performance action that the Property is unique and that monetary damages will not adequately compensate Buyer for its loss of the Property.

Section 4.3 Seller's Remedies. If any Event of Default by Buyer occurs under the terms of this Agreement, Buyer shall be responsible for all cancellation charges required to be paid to Title Company.

ARTICLE 5. GENERAL PROVISIONS

Section 5.1 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 5.2 Time of the Essence. Time is of the essence of this Agreement and all Parties' obligations hereunder.

Section 5.3 Notices. Notices, demands and communications between the Seller and the Buyer shall be deemed sufficiently given if addressed 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 Buyer: Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94585
Attn: General Manager

To Seller: City of Fairfield
1000 Webster St., 2nd Floor
Fairfield, California 94533
Attn: Jennifer Rice

Section 5.4 Authority of City Manager. The City Manager of Seller is authorized to give all consents and approvals and sign all documents contemplated hereunder on behalf of the Seller provided they are in writing, and may extend deadlines such as but not limited to the Closing Deadline, for up to sixty (60) days, and may enter into other non-substantive amendments provided the extensions and amendments are express and in writing.

Section 5.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section 5.6 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. Any waiver must be express, in writing and executed by the party making the waiver.

Section 5.7 Entire Agreement. 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.

Section 5.8 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 5.9 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 5.10 Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

ARTICLE 6. POST-CLOSING REQUEST ON PROPERTY

After the Close of Escrow, Seller and Buyer agree to cooperate to find a viable use for the Property that protects Buyer's long-term interests on surrounding property owned by Buyer and provide economic development opportunities for Seller. Buyer will negotiate in good faith with Seller and any prospective third party who is interested in leasing the Property for economic development purposes that benefit both Seller and Buyer. Seller shall provide the name, address, contact person, contact information, and proposed use of site for such third party to Buyer. This provision shall in no way prevent the Buyer from using the Property in any way Buyer believes is in its best interest. Seller acknowledges Property may not be available at the time of request due to needs of Buyer.

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

SELLER:

CITY OF FAIRFIELD

By: _____
City Manager

BUYER:

FAIRFIELD-SUISUN SEWER DISTRICT

By: Talyon Sortor
Print Name: Talyon Sortor
Title: General Manager

ATTEST

By: _____
City Clerk

APPROVED AS TO FORM:

Bruce Galloway
Bruce Galloway
Richards, Watson & Gershon,
for Greg Stepaniich, City Attorney

List of Exhibits

| | |
|-------------|---|
| Exhibit "A" | Legal Description of Property |
| Exhibit "B" | Form of Grant Deed (with form of Certificate of Acceptance) |
| Exhibit "C" | Form of Assignment of Lease Guaranty |
| Exhibit "D" | Form of Notice to Tenant (1) |

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcel 2, as shown on that certain Parcel Map filed on July 25th, 2002, in Book 43 of Parcel Maps, at Page 56, Solano County Records.

The following easement is expressly excluded from the conveyance [even if deemed "appurtenant" to said Parcel 2]:

An easement for the purposes of emergency ingress and egress of vehicles, pedestrians and equipment as reserved by the City of Fairfield, a municipal corporation in Grant Deed recorded July 6, 2002 as Instrument No. 2002-00084794, Official Records, and as shown on the above filed map as "Emergency Vehicle Access Easement".

EXHIBIT "B"

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

(Attached.)

RECORDING REQUESTED BY, AND WHEN
RECORDED MAIL TO:

Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94585
Attn: _____

APN: 0046-010-440

(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.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF FAIRFIELD, a municipal corporation ("Grantor"), hereby GRANTS to the FAIRFIELD-SUISUN SEWER DISTRICT, a sewer district formed and existing under the laws of the State of California ("Grantee"), that certain real property located in the City of Fairfield, County of Solano, State of California, more particularly described on Exhibit "A" attached hereto, including all improvements thereon (the "Property"),

SUBJECT TO all matters of record, the leases previously disclosed to Grantee, and all matters apparent from a diligent inspection of the Property,

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of the date set forth below.

GRANTOR:

CITY OF FAIRFIELD

By: _____

City Manager

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.

)
)

, 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.

Signature _____

(Seal)

Exhibit A To Grant Deed

Legal Description

Parcel 2, as shown on that certain Parcel Map filed on July 25th, 2002, in Book 43 of Parcel Maps, at Page 56, Solano County Records.

The following easement is expressly excluded from the conveyance [even if deemed "appurtenant" to said Parcel 2]:

An easement for the purposes of emergency ingress and egress of vehicles, pedestrians and equipment as reserved by the City of Fairfield, a municipal corporation in Grant Deed recorded July 6, 2002 as Instrument No. 2002-00084794, Official Records, and as shown on the above filed map as "Emergency Vehicle Access Easement".

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that interests in real property conveyed to the Fairfield-Suisun Sewer District by that certain Grant Deed dated _____, 2021, executed by the City of Fairfield is hereby accepted by the undersigned officer on behalf of the Fairfield-Suisun Sewer District pursuant to the authority conferred by action or resolution of the Fairfield-Suisun Sewer District taken or adopted on _____, 2021, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2021

_____,

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.

)
)

_____, 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.

Signature _____ (Seal)

EXHIBIT "C"

FORM OF ASSIGNMENT OF LEASE GUARANTY

(Attached.)

ASSIGNMENT OF LEASE GUARANTY

THIS ASSIGNMENT LEASE GUARANTY (this "Assignment") is made and entered into as of _____, 2021, by and between CITY OF FAIRFIELD, a California limited liability company ("Assignor") and the FAIRFIELD-SUISUN SEWER DISTRICT ("Assignee").

RECITALS

A. Assignor, as landlord, entered into that certain Ground Lease dated April 4, 2013 with Fairfield Extreme Sports, LLC (the "Lease") for approximately six acres of land, as described therein, in the City of Fairfield, California, as amended.

B. Olivia Ricofort and Perlita Rider executed a Lease Guaranty dated April 4, 2013 in favor of Assignor in connection with the Lease ("Guaranty"). The Guaranty was not reaffirmed when the Lease was amended.

C. Concurrently herewith, Assignor is conveying the Property to the Assignee.

D. Assignor and Assignee desire to document an assignment by Assignor to Assignee of all of Assignor's rights and interests under the Guaranty.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Guaranty.

2. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first above written.

ASSIGNEE:

FAIRFIELD -SUISUN SEWER DISTRICT

By: Talyon Sortor
Print Name: Talyon Sortor
Title: General Manager

ASSIGNOR:

CITY OF FAIRFIELD

By: _____
Print Name: _____
Title: _____

EXHIBIT "D"

FORM OF NOTICE TO TENANT (1)

(Attached.)

_____, 2021

Via Certified and Federal Express

Fairfield Extreme Sports, LLC
Attn: Rommel Balilo
2325 Cordelia Road
Fairfield, CA 94533

Perlita Rider
1311 Fullerton Drive
Fairfield, CA 94533

Re: Notice of Conveyance of Property and Change of Landlord Address; Ground Lease dated April 4, 2013 between the City of Fairfield, as lessor and Fairfield Extreme Sports, LLC, as lessee (the "Lease")

Ladies and Gentlemen:

The Fairfield-Suisun Sewer District ("Buyer") has acquired the property that is subject to the above-referenced Lease from your current landlord, the City of Fairfield ("Seller"), and said Seller has assigned the landlord's interest under the Lease and the Lease Guaranty to the Buyer and delivered your security deposit to the Buyer.

The Buyer's address for notices, as the new landlord under the Lease, is as follows:
1010 Chadbourne Road, Fairfield, CA 94534.

You are hereby directed to send all notices for the landlord under the Lease, and make all future payments to the landlord under the Lease, to the Buyer at such address for the Buyer.

Please cause the Buyer to be named as additional insured on your liability insurance, under the Lease, and please provide evidence of the additional insured coverage (and the insurance required by the Lease) to the Buyer as soon as possible.

We hereby request that you acknowledge your receipt of this notice by executing this notice in the space provided below and returning a copy by PDF/e-mail to the Buyer at tsortor@fssd.com; however, this notice shall be effective whether or not you do so.

Very truly yours,

BUYER/NEW LANDLORD:

FAIRFIELD-SUISUN SEWER DISTRICT

By: Talyon Sortor
Print Name; Talyon Sortor
Title: General Manager

SELLER/OLD LANDLORD:

CITY OF FAIRFIELD

By: _____
Print Name; _____
Title: _____

RECEIPT ACKNOWLEDGED BY TENANT:

FAIRFIELD EXTREME SPORTS, LLC

By: _____
Print Name; _____
Title: _____