

*Recording Requested by and
Benefiting the City of Fairfield, a
Governmental Entity
No Fee Required per Government Code 6103*

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO

City Clerk
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533
Attn: Community Development Department

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT ("Fourth Amendment") is made and entered into as of the 30th day following final adoption of the ordinance approving it ("Fourth Amendment Effective Date") by and between the CITY OF FAIRFIELD, a municipal corporation ("City") and ONE LAKE HOLDING LLC, a Delaware limited liability company ("Developer").

RECITALS

A. On May 8, 2015, City and Canon Station LLC ("Original Developer") entered into that certain Amended and Restated Development Agreement ("Restated Development Agreement") originally concerning the development of approximately 1570 acres defined as the "Property" in the Restated Development Agreement, and shown on Exhibit 1. The Restated Development Agreement was recorded against Property on June 10, 2015 in the Official Records as Document No. 201500051329, and was amended by that certain that certain First Amendment to Development Agreement recorded February 17, 2016, as Document No. 201600011949, by that certain Second Amendment to Development Agreement recorded January 27, 2017, as Document No. 201700009022, by that certain unrecorded Agreement and Consent to Modification and Correction of Development Agreement dated as of August 21, 2017, and by that certain Third Amendment to Development Agreement recorded February 19, 2019, as Document No. 201900009074, collectively herein the "Development Agreement."

B. On November 25, 2015, by that certain Assignment of Rights and Assumption of Obligations Under Development Agreement recorded on March 4, 2016, as Document No. 201600017628 (the "Industrial Assignment"), the Original Developer assigned certain rights in, to and under the Development Agreement to Canon Partners LLC with respect to an approximately 316-acre portion of the Property (as defined in the Development Agreement), such portion being referred to in the Industrial Assignment as the "Industrial Property." The Industrial Property is not subject to this Fourth Amendment.

C. By that certain Assignment and Assumption Agreement recorded on January 24, 2020, as Document No. 202000006500, the Original Developer assigned all of its rights in, to

and under the Development Agreement with respect to the Property (excluding the Industrial Property) to Assignor, and as such, Assignor is the sole Developer under the Development Agreement with respect to the Property (excluding the Industrial Property), now referred to as “One Lake.”

D. Parties wish to amend Development Agreement pursuant to Government Code Sections 65867 and 65868 to: (1) modify the terms related to the delivery of a new fire station by the City agreeing to build the new fire station and relieving the Developer of the obligation to build the fire station, but financing the new fire station through the CFD (as defined herein), (2) rejecting and releasing the 1.36-acre site on Crocker Circle (the “Old Site”) to the Developer because the irrevocable offer to the City by the Developer was never accepted by the City and the Old Site is no longer needed by the City; (3) add an additional process for administrative adjustments and more typical events of force majeure to allow appropriate flexibility to facilitate Project construction, and (4) modify the timing of final recordation of the conservation easements to reflect delays in review and approval by state and federal agencies, despite the good faith and diligent efforts of the Developer.

E. On April 14, 2021, the Planning Commission, after duly noticed public hearing, recommended approval of this Fourth Amendment by Resolution No. 2021-09. On _____, 2021, after duly noticed public hearing, the City Council introduced its Ordinance _____ approving this Fourth Amendment and authorizing its execution and adopted that Ordinance _____ on _____, 2021. Ordinance _____ became effective on _____, 2021.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants contained herein, Parties consent to this Fourth Amendment as follows:

- 1. Defined Terms.** All capitalized terms used herein shall have the meanings given in the Development Agreement, except as expressly otherwise defined herein.
- 2. Enumeration of Specific Deletions and Amendments.** The Development Agreement is hereby revised to incorporate the following amendments.

2.1 Amendment to Definition. The definition of “Fire Station Building” in Section 1.0 is revised and restated in its entirety to read as follows:

“Fire Station Building” means the public facility constructed by the City to serve the Project Area on the Fire Station Site. This public facility shall include a fire station and may provide other public services to the Project Area.

2.2 Development Agreement Amendment Process. Replace and restate Section 3.5 [Amendment or Cancellation of Development Agreement] in its entirety to read as follows:

3.5 Amendment or Cancellation of Development Agreement. This Development Agreement may be amended or cancelled from time to time, in whole or in part, only by mutual written consent of the Parties hereto or their successors in interest, as follows:

1. Administrative Agreement Amendments. Any amendment to this Development Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions, or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Area or the maximum height or size of proposed buildings, (vi) monetary contributions by Developer, (vii) rights of or benefits to Assignee(s), or obligations of Developer that directly serve Assignee interests, without written consent of Assignee(s), or (viii) cancellation, in whole or part, shall be considered an "Administrative Agreement Amendment" and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. Administrative Agreement Amendments may be approved by the City Manager or, in the sole discretion of the City Manager, the City Manager may refer any proposed Administrative Agreement Amendment to the City Council for consideration and approval or denial in his or her reasonable discretion.

2. Cancellation or Other Development Agreement Amendments. Any cancellation, or amendment to this Development Agreement other than an Administrative Agreement Amendment, shall be as provided in Government Code section 65868.

2.3 Cash Compensation. Replace and restate Section 4.5.8.3 in its entirety to read as follows:

3. Cash Compensation. The timing of the cash payment from Developer to City, as required by Section 4.5.6.6 above shall be as follows. Concurrent with the approval of each Final Map on City Property, Developer shall pay City a percentage of the \$3,758,800 equal to the percentage of the Final Map's land area in relation to the total area of City Property. By way of example only, if a Final Map filed by Developer encompasses 20 acres of the City Property, then the Final Map encompasses 20% of the total area of City Property. The payment due City, in this example only, at the time of that Final Map approval would be \$751,760 (20% x \$3,758,800). The payment must be made on or before each date the City approves a Final Map encompassing City Property. Subsequent payments by Developer to City shall be made in the same manner with each subsequent Final Map until the City has received a total payment of \$3,758,800. In the event no Final Map is approved prior to the expiration or termination of this Agreement pursuant to Section 3.6, Developer shall pay full compensation pursuant to this clause upon the date of termination or expiration. Because City Property has been evaluated as a future land value agreed upon by City and Developer, no interest shall be charged on the cash compensation.

2.4 Fire Station.

2.4.1 Deletions. Delete Section 4.6 [Fire Station Construction and Property Option], including its referenced Exhibits, in its entirety.

2.4.2 Amendments.

2.4.2.1 Replace and restate Section 5.2.6.3 in its entirety as follows:

3. The City has formed the City of Fairfield Community Facilities District No. 2019-1 (One Lake) (the “CFD”) pursuant to this Section 5.2.6. In forming the CFD, the City (i) designated Improvement Area No. 1 therein (“Improvement Area No. 1”) consisting of a portion of the Project Area and (ii) designated a future annexation area over the remainder of the Project Area (the “Future Annexation Area”). The City and the Developer intend to, from time to time, annex one or more parcels of the Future Annexation Area to (i) Improvement Area No. 1, and/or (ii) one or more newly-created improvement areas (herein, the “Future Improvement Areas”).

2.4.2.2 Add new subsections to Section 5.2.6 [Infrastructure CFD] as follows:

4. The City shall not approve the annexation of property in the Future Annexation Area to a Future Improvement Area if the special tax rates in the Future Improvement Area would cause the combined total of the 1% ad valorem property tax and all CFD special taxes for the property in the proposed Future Improvement Area (“Overall Tax Rate”) to exceed 1.65% of the estimated assessed valuation of those residential properties proposed to be included in the Future Improvement Area. The estimated assessed valuation of residential properties shall be determined by the City at the time of annexation to the Future Improvement Area; provided, that the estimated assessed value of those residential properties to be included in the Future Improvement Area will be based on the estimated sales price of each fully developed residential unit within the proposed Future Improvement Area. The Overall Tax Rate for the Future Improvement Area shall exclude HOA dues, special taxes related to any Lighting and Landscaping Maintenance Costs under Section 5.2.2.1, and any utility charges, utility users tax, parcel tax, sales tax, or any other similar charges, taxes or fees that currently exist or may be subsequently adopted by the City or other public agency. Provided the special tax rates in the Future Improvement Area do not cause the Overall Tax Rate for such Future Improvement Area to exceed the limit described above, the City shall cooperate with the Developer to annex property into Future Improvement Areas and conduct any proceedings required by law to create a Future Improvement Area with special tax rates determined by the Developer in its petition or unanimous consent to annex property.

5. The City has determined that it will acquire the Fire Station Site and construct the Fire Station Building using its own funds and desires to have the CFD reimburse the City for such costs from the proceeds of the CFD. To accommodate this desire, the Developer and the City have agreed as follows:

a. The Fire Station Building and the Fire Station Site are not public improvements funded by a Development Impact Fee, and therefore are eligible for CFD financing.

b. The CFD is authorized to finance the Fire Station Site and the Fire Station Building and to reimburse the City for the costs of the Fire Station Site and the Fire Station Building.

c. The City shall seek reimbursement for the costs of the Fire Station Site in an amount not to exceed \$1,200,000 from the proceeds of the second series of bonds issued by the City for Improvement Area No. 1 after payment of capitalized interest, costs of issuance and funding of a bond reserve fund.

d. The City shall seek reimbursement for the costs of the Fire Station Building from one of the following potential sources or a combination of sources, which are listed in order of seeking reimbursement from the proceeds of any bonds issued by the City for a Future Improvement Area and/or other financing mechanisms identified by the City, provided all of the following shall occur:

(1). The Fire Station Building shall not be financed with the proceeds of special taxes levied in Improvement Area No. 1 or from bonds secured by special taxes levied in Improvement Area No. 1.

(2). The total costs that may be reimbursed to the City from bonds issued in Improvement Area No. 1 for the Fire Station Site and from special taxes and bonds issued in Future Improvement Areas of the CFD for the Fire Station Building shall not, in the aggregate, exceed \$12,500,000.

2.4.2.3 Replace and restate Section 5.7.1 in its entirety [Fire Station Site and Fire Station Building] to read as follows:

1. City and Developer desire the Fire Station Site to be developed with the Fire Station Building to replace existing Station 39 on that particular property identified as Assessor Parcel Number 0170-032-300 located on Peabody Road, Fairfield, CA ("Property") consisting of approximately 3.22 acres adjacent to the existing Frank-Lin property (see attached Exhibits B and B-1), which does not include an approximately 80' x 225' strip of land as identified on Exhibits B and B-1 of this Fourth Amendment to the Development Agreement. If the Property is acquired by the City, it shall be considered the "Fire Station Site" under this Development Agreement.

2. City shall acquire the Property and the City shall construct a new Fire Station Building to replace Fire Station 39. Current Fire Station 39 is approximately 2,400 square feet of living area with an approximate 1,800 square foot garage on 0.69 acres with related site improvements. City shall construct a fire station equivalent in size to, or larger than, Station 39, with necessary square footage for separate sleeping quarters for men and women and any code compliance updates City intends to construct a Fire Station Building adequate to serve the Project Area.

3. City shall be reimbursed for the costs of acquiring the Property and constructing the Fire Station Building with CFD funds pursuant to Section 5.2.6.5.

4. City shall construct the Fire Station Building such that it is beneficially operational, meaning capable of being utilized for its intended purpose, as determined by the City.

5. In the event that the City is unable to acquire the Property, the City and Developer may mutually agree to an alternate site, which would be treated similarly to the Property as described above. Changes to the location of the Fire Station Site shall be Administrative Amendments subject to the process described in Section 3.5.1 of this Agreement.

6. The City hereby confirms that it has rejected the Developer's irrevocable offer of dedication for the Old Site. The City shall, upon the request of the Developer, promptly provide the Developer with a form of quitclaim and/or other formal termination as may be required by a title company to remove such offer from title for the Old Site.

2.5 Conservation Easement. Amend and restate the introductory paragraph of Section 5.16.1 [Dedication of Conservation Easements] as follows:

Developer shall ensure permanent preservation of substantial portions of the Greenbelt area through the encumbrance of a Conservation Easement in form acceptable to City on all land shown on Exhibit 19 concurrently with the earlier of: 1) recording of the first Parcel Map or Final Map within Planning Area 5, or 2) the 500th building permit for a single family home within Planning Area 4 of the Train Station Specific Plan. The timing requirements of this Section 5.16.1 shall be subject to extension through an Administrative Adjustment pursuant to Section 3.5(1). The Conservation Easement shall:

2.6 Force Majeure. Amend and restate Section 11.9 [Time is of the Essence; Force Majeure and Forced Delay], as follows:

Time is of the essence in the performance of the provisions of this Development Agreement as to which time is an element. Nevertheless, performance by either Party hereunder shall not be deemed in default, and all performance and other dates specified in this Agreement shall be extended, where delay or inability to perform is due to: (i) war, insurrection, terrorist acts, riots or other civil commotions or unrest; (ii) vandalism or other criminal acts; (iii) strikes, walkouts, or other labor disputes; (iv) acts of God, including floods, earthquakes, fires, casualties, or other natural calamities; (v) enactment of conflicting or supervening federal or state laws or regulations; (vi) epidemics, pandemics, and related quarantine restrictions, freight embargos or other shortages of materials and supplies or delivery interruptions outside the reasonable control of a Party; ~~or~~ (vii) litigation instituted by third parties challenging the validity of this Development Agreement, Project Approvals or Subsequent Project Approvals, (viii)

environmental conditions that have not been previously disclosed or discovered or that could not have been discovered with reasonable diligence that delays the construction or development of the Property or any portion thereof; (ix) unusually severe weather but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed thirty (30) days for every winter season occurring after commencement of construction of the Project; (x) acts or omissions of the other Party; (xi) or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of City shall not excuse performance by City). A Party's financial inability to perform shall not be a ground for claiming an enforced delay. The Party claiming force majeure or forced delay shall notify the other Party of its intent to claim a permitted delay and the specific ground for such delay as soon as is reasonable based on the circumstances. Upon request of either Party, a written extension of time for such cause shall be granted for the period of the force majeure or forced delay and the Term of this Agreement shall be extended by amendment in accordance with Section 3.5.

3. Interpretation. The Development Agreement shall be construed as having been modified by this Fourth Amendment. Except as expressly modified by this Fourth Amendment, the Development Agreement remains in full force and effect. In the case of conflict between the provisions hereof and the terms of the Development Agreement, the provisions of this Fourth Amendment shall control.

4. Exhibits. The following exhibits are hereby amended and restated by this Fourth Amendment and are attached and incorporated herein by this reference for all purposes as if set forth herein:

Exhibit 13-1 Canon Station Park Improvements and Phasing

Exhibit 13-2 Canon Station Linear Park Improvements and Phasing

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first written above.

Signatures to follow on next pages

CITY:


CITY OF FAIRFIELD, a municipal corporation

By: _____
Stefan T. Chatwin, City Manager

ATTEST

APPROVED AS TO FORM:

By: _____
Karen L. Rees
City Clerk

By:  _____
for Gregory W. Stepanicich
City Attorney

Signatures follow on next page

DEVELOPER:

ONE LAKE HOLDING LLC, a

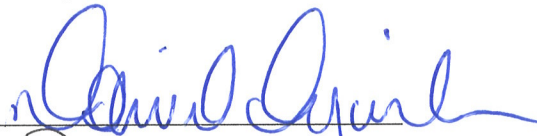
Delaware limited liability company

By: 

Name: William Stern Riter

Title: Co-President

And

By: 

Name: Daniel Aquilar

Title: Co-President

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me,
_____, a 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.

Notary Public

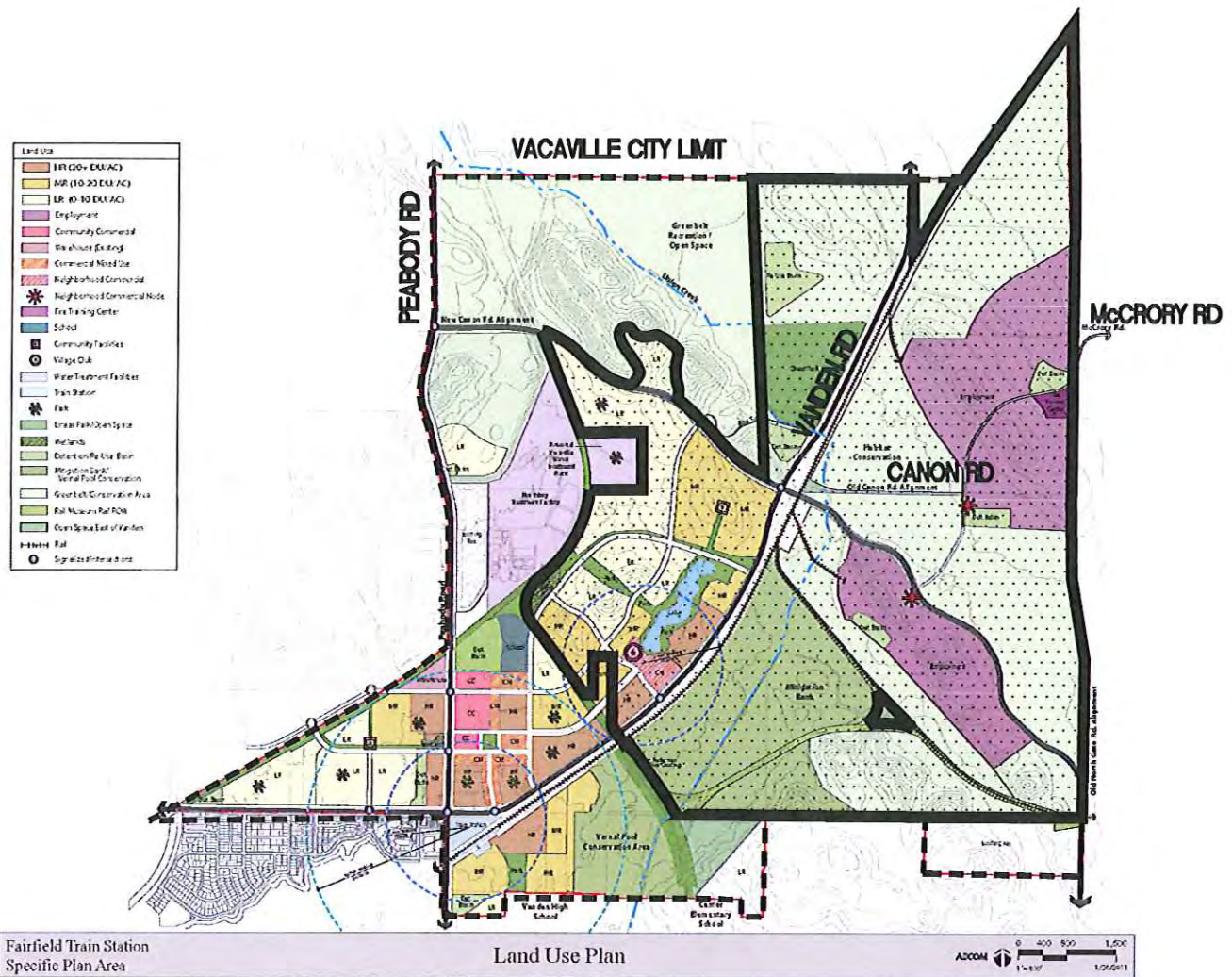
Commission Expiration Date _____

[SEAL]

Exhibit A

Legal Description of Property

EXHIBIT 1



NOTE:
PROJECT AREA EXCLUDES ALL PUBLICLY OWNED UTILITIES
AND RIGHTS OF WAY.

PROJECT AREA

NORTHEAST FAIRFIELD
TRAIN STATION AREA SPECIFIC PLAN STUDY
CITY OF FAIRFIELD, CALIFORNIA
DATE: 6/30/11



EXHIBIT 1

PROJECT AREA

LEGAL DESCRIPTION

**APN 166-020-140, 166-060-140
CITY OF FAIRFIELD PROPERTY**

Real property in the City of FAIRFIELD, County of SOLANO, State of CALIFORNIA, described as follows:

PARCEL THREE:

A PORTION OF THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA LYING WITHIN SECTION 3 OF TOWNSHIP 5 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE CORNER MARKING THE SOUTHEAST CORNER OF SAID SECTION 3 AS CALLED FOR IN DEED TO MARGARET NOONAN KELLY, THOMAS ROSS KELLY AND JAMES FITZGERALD KELLY, RECORDED JANUARY 24, 1952 AND FILED IN BOOK 609 OF OFFICIAL RECORDS AT PAGE 44 IN THE OFFICE OF THE SOLANO COUNTY RECORDER, FROM SAID CORNER A 1" IRON PIPE TAGGED RCE 9903 BEARS SOUTH 79° WEST 24.2 FEET AND IS SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY OF SECTION 11 T.S.N.R.I.W. MDB AND M", RECORDED MAY 1, 1962 AND FILED IN BOOK 7 OF SURVEYS AT PAGE 100 IN SAID RECORDERS OFFICE, THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTH LINE OF SAID SECTION 3, SOUTH 89° 37' 50" WEST 2906.51 FEET TO A POINT ON A 3° TAPERED CURVE ON THE EASTERLY LINE OF THAT CERTAIN 100.00 FOOT WIDE RIGHT OF WAY GRANTED TO SACRAMENTO NORTHERN RAILROAD BY DEED RECORDED JUNE 10, 1922 AND FILED IN BOOK 259 OF DEEDS AT PAGE 201 IN SAID RECORDERS OFFICE, THENCE, NORTHWESTERLY ALONG SAID 3° TAPERED CURVE TO THE LEFT FOLLOWING THE MEANDERINGS OF AN OLD FENCE 1040.0 FEET TO THE END OF SAID CURVE, THENCE CONTINUING ALONG SAID EASTERLY LINE AND OLD FENCE NORTH 21° 22' 16" WEST 2545.71 FEET (ALSO DESCRIBED AS BEING NORTH 21° 25' WEST IN SAID BOOK 259 OF DEEDS AT PAGE 201) TO A POINT ON THE EASTERLY LINE OF TRACT ONE OF PARCEL ONE, SAID TRACT ONE BEING DESCRIBED IN THE DEED DECLARATION OF TAKING RECORDED JULY 15, 1963 AND FILED IN BOOK 1210 OF OFFICIAL RECORDS AT PAGE 600 IN SAID RECORDER'S OFFICE; THENCE, ALONG SAID EASTERLY LINE OF TRACT ONE, NORTH 37° 50' 27" EAST 419.37 FEET TO A CONCRETE MONUMENT, (ALSO DESCRIBED AS BEING NORTH 38° 01' EAST, 419.6 FEET IN SAID BOOK 1210, OFFICIAL RECORDS, PAGE 600); THENCE, CONTINUING ALONG SAID EASTERLY LINE OF TRACT ONE, NORTH 17° 14' EAST, 825.6 FEET TO A CONCRETE MONUMENT; THENCE, LEAVING SAID EASTERLY LINE OF TRACT ONE, SOUTH 53° 41' 48" EAST, 3336.29 FEET; THENCE, SOUTH 19° 17' 49" EAST, 1209.38 FEET; THENCE PARALLEL WITH THE EAST LINE OF SECTION 3, SOUTH 02° 59' 22" EAST, 606.10 FEET, THENCE, NORTH 87° 00' 24" EAST, 359.44 FEET TO A POINT ON SAID EAST LINE OF SECTION 3; THENCE, ALONG SAID EAST LINE OF SECTION 3, FOLLOWING THE MEANDERINGS OF AN OLD FENCE SOUTH 02° 59' 22" EAST, 782.02 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 1 WEST, MDM DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE 100 FOOT WIDE SACRAMENTO NORTHERN RAILROAD RIGHT OF WAY DESCRIBED IN DEED RECORDED JUNE 10, 1922, AND FILED IN BOOK 259 OF DEEDS AT PAGE 201 IN THE OFFICE OF THE SOLANO COUNTY RECORDER, WITH THE SOUTH LINE OF SAID SECTION 3, SAID EAST RAILROAD RIGHT OF WAY LINE BEING FURTHER DESCRIBED AS A 3° TAPERED CURVE CONCAVE WESTERLY AND SAID POINT OF BEGINNING BEING A POINT ON SAID CURVE FROM WHICH POINT THE RADIUS BEARS NORTH 85° 47' 41" WEST 1960.00 FEET, THENCE EASTERLY FROM SAID POINT OF BEGINNING ALONG SAID SOUTH SECTION LINE NORTH 89° 37' 50" EAST 870.00 FEET, THENCE LEAVING SAID SECTION LINE AT A RIGHT ANGLE THEREFROM NORTH 0° 22' 10" WEST 950.00 FEET, THENCE PARALLEL WITH SAID SOUTH SECTION LINE SOUTH 89° 37' 50" WEST 1023.5 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF SAID 100 FOOT WIDE RAILROAD RIGHT OF WAY, AND SAID 3° TAPERED CURVE, THENCE SOUTHERLY ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE 970.8 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL FIVE:

A PORTION OF THAT IRREGULAR SHAPED PIECE OR PARCEL OF LAND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF COUNTY ROAD NO. 118, SAID POINT BEING NORTH THIRTY FIVE (35) FEET, A LITTLE MORE OR LESS, FROM THE SOUTH LINE OF THAT CERTAIN TWO HUNDRED FORTY (240) ACRE TRACT DESCRIBED IN BOOK 129, PAGE 158, DEEDS OF SOLANO COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING NORTHEASTERLY PARALLEL WITH AND FIFTY (50) FEET SOUTHEASTERLY FROM THE SURVEYED CENTER LINE OF THE VALLEJO AND NORTHERN RAILWAY, THIRTY-FOUR HUNDRED SIXTY-TWO (3462) FEET, A LITTLE MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID TWO HUNDRED FORTY (240) ACRE TRACT; THENCE NORTH ALONG SAID LAST MENTIONED EAST LINE FOUR HUNDRED FIFTY (450) FEET TO THE NORTHEAST CORNER OF SAID TWO HUNDRED FORTY (240) ACRE TRACT; THENCE WEST ALONG THE NORTH LINE OF SAID TWO HUNDRED FORTY (240) ACRE TRACT; FIVE HUNDRED THIRTEEN (513) FEET, A LITTLE MORE OR LESS, TO A POINT; THENCE SOUTHERLY AND SOUTHWESTERLY PARALLEL WITH AND FIFTY (50) FEET WESTERLY AND NORTHWESTERLY FROM THE SURVEYED CENTER LINE OF THE VACAVILLE BRANCH OF THE VALLEJO AND NORTHERN RAILWAY, AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF EIGHTEEN HUNDRED SIXTY (1860) FEET, SIXTEEN HUNDRED FIFTY (1650) FEET, A LITTLE MORE OR LESS, TO A POINT OPPOSITE AND FIFTY (50) FEET NORTHWESTERLY FROM THE JUNCTION OF THE SACRAMENTO AND VACAVILLE BRANCHES OF THE VALLEJO AND NORTHERN RAILWAY; THENCE SOUTHWESTERLY PARALLEL WITH AND FIFTY (50) FEET NORTHWESTERLY FROM THE SURVEYED CENTER LINE OF THE VALLEJO AND NORTHERN RAILWAY SEVENTEEN HUNDRED SEVENTY (1770) FEET, A LITTLE MORE OR LESS, TO A POINT IN THE EAST LINE OF COUNTY ROAD NUMBER 118; THENCE SOUTHERLY ALONG SAID EAST LINE OF COUNTY

ROAD NUMBER 118, ONE HUNDRED THIRTY (130) FEET, A LITTLE MORE OR LESS, TO THE POINT OF BEGINNING; SAID IRREGULAR SHAPED PIECE OR PARCEL OF LAND CONTAINING SIXTEEN AND FIFTY-FIVE HUNDREDTHS (16.55) ACRES, A LITTLE MORE OR LESS AS SHOWN ON ATTACHED PLAT, WHICH IS MADE A PART HEREOF.

APN: A PORTION OF 166-020-140(Parcel Three), 166-060-140(Parcel Five)

LEGAL DESCRIPTION
APN 166-060-150, 166-020-080
166-030-010, 020, 030, 080
KELLEY RANCH

Real property in the unincorporated area of the County of Solano, State of California, described as follows:

PARCEL NO. 1:

BEING FRACTIONS OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWO (2) OF THE NORTHEAST QUARTER (1/4) OF SECTION TEN (10); OF THE SOUTHEAST QUARTER (1/4) OF SECTION TEN (10) OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION ELEVEN (11) ALL IN TOWNSHIP 5 NORTH RANGE 1 WEST, MT. DIABLO BASE AND MERIDIAN, AND BEING BOUNDED ON THE NORTH BY LANDS FORMERLY OWNED BY S I IRONS, AND THOMAS MELBOURNE, ON THE EAST AND SOUTH BY COUNTY ROAD NO. 186 AND THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD, FORMERLY THE CALIFORNIA PACIFIC RAILROAD, ON THE WEST BY THE LANDS OF R. CRATER, FORMERLY LAND OF I. W. WHABY AND THE LAND FORMERLY OWNED BY THOMAS MELBOURNE, SAID LANDS BEING ALL OF THE LANDS IN THE RANCH FORMERLY KNOWN AS THE "CONNON AND STAPLES RANCH" LYING WEST OF SAID RAILROADS AND SAID COUNTY ROAD NO. 186.

EXCEPTING THEREFROM RIGHTS RESERVED IN THE DEED FROM JAMES NOONAN, ET UX, RECORDED JANUARY 24, 1952, BOOK 609, PAGE 44, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

"EXCEPTING FROM SAID LANDS A STRIP OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY LINE OF SECTION TWO (2), TOWNSHIP 5 NORTH, RANGE 1 WEST, MT. DIABLO BASE AND MERIDIAN WHICH POINT IS NORTH 2° 53' WEST 17.20 CHAINS FROM THE FENCE CORNER OF THE SOUTHWEST CORNER OF SAID SECTION TWO (2); THENCE ALONG THE SOUTHERLY LINE OF A FENCED LANE SOUTH 74° 15' EAST 13.10 CHAINS TO THE WESTERLY SIDE OF SAID COUNTY ROAD NO. 186; THENCE ALONG THE WESTERLY SIDE OF SAID COUNTY ROAD NORTH 25° 17' EAST, 40 FEET; THENCE ALONG THE NORTHERLY SIDE OF SAID LAND, NORTH 74° 15' WEST 15.40 CHAINS TO THE WESTERLY LINE OF SECTION TWO (2) THENCE ALONG THE SAME, SOUTH 2° 53' EAST ABOUT 40 FEET TO THE PLACE OF BEGINNING, AND CONTAINING ABOUT 9/10TH OF AN ACRE. SAID STRIP BEING EXCEPTED TO BE USED FOR A RIGHT OF WAY ACROSS SAID LAND."

ALSO EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED LAND CONVEYED TO SOLANO IRRIGATION DISTRICT BY DEED RECORDED MARCH 22, 1965 IN BOOK 1328 OF OFFICIAL RECORDS PAGE 369, INSTRUMENT NO. 7702.

ALSO EXCEPTING THEREFROM THAT PARCEL OF LAND CONVEYED IN THE DEED FROM MARGARET NOONAN KELLY, ET AL., TO SOLANO IRRIGATION DISTRICT, DATED JANUARY 4, 1965, RECORDED MARCH 22, 1965 IN BOOK 1328 OF OFFICIAL RECORDS, PAGE 474, INSTRUMENT NUMBER 7745

ALSO EXCEPTING THEREFROM THE PARCEL OF LAND CONVEYED IN THE DEED FROM THOMAS ROSS KELLY, ET AL, TO COUNTY OF SOLANO, DATED SEPTEMBER 13, 1973, RECORDED FEBRUARY 15, 1974, IN BOOK 1974 OF OFFICIAL RECORDS, PAGE 6526, INSTRUMENT NUMBER 4108.

PARCEL NO. 2:

ALL THAT PORTION OF THE NORTH ONE-HALF (1/2) OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 1 WEST, MOUNTY DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WEST OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN COUNTY ROAD NO. 186.

ALSO EXCEPTING THEREFROM THE PARCEL OF LAND CONVEYED IN THE DEED FROM JAMES NOONAN, ET UX TO EFRIM SUKOVITZEN, DATED MAY 10, 1946, RECORDED MAY 16, 1946, IN BOOK 342 OF OFFICIAL RECORDS, PAGE 235, INSTRUMENT NUMBER 7087.

PARCEL NO. 3:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN 100.447 ACRE PARCEL AS SHOWN ON THAT MAP RECORDED IN BOOK 13 OF SURVEYS AT PAGE 98, SOLANO COUNTY RECORDS, SAID POINT OF BEGINNING BEING ALSO AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH GATE ROAD AND MCCRORY ROAD AS SHOWN ON SAID MAP. THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY LINE OF SAID 100.447 ACRE PARCEL THE FOLLOWING FOUR COURSES, (1) NORTH 89° 38' 30" WEST 2535.72 FEET, (2) NORTH 88° 40' 58" WEST 634.36 FEET, (3) NORTH 24° 04' 23" EAST 1206.17 FEET, AND (4) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11339.302 FEET, A CENTRAL ANGLE OF 03° 53' 26" AND DISTANCE ALONG THE ARC OF 769.97 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH 89° 58' 30" EAST 2273.34 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID 100.447 ACRE PARCEL, THENCE ALONG THE SAID EAST BOUNDARY LINE SOUTH 02° 07' 09" EAST 1808.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

1. ALL THAT REAL PROPERTY DESCRIBED IN THE DEED FROM JAMES ROSS NOONAN, ET AL., TO SOLANO IRRIGATION DISTRICT, RECORDED MARCH 22, 1965 IN BOOK 1328, OFFICIAL RECORDS, PAGE 369, INSTRUMENT NUMBER 7702.

2. RIGHTS RESERVED IN THE DEED FROM T. ROSS KELLY, ET AL, RECORDED OCTOBER 28, 2005, INSTRUMENT NO. 2005-167739 AS FOLLOWS:

ALL RIGHTS TO OIL, GAS AND OTHER PETROLEUM PRODUCTS AND SUBSTANCES BELOW A DEPTH OF 500 FEET BELOW THE SURFACE, WITH RIGHT OF SURFACE ENTRY AS DESCRIBED THEREIN.

APN: 166-060-15(affects a portion of Parcel One)
166-020-08(affects a portion of Parcel One and a portion of Parcel Two)
166-020-08, 166-030-080(affects a portion of Parcel Two)
166-030-01, 02 and 03(affects Parcel Three).

LEGAL DESCRIPTION
APN 166-060-020, 166-080-080
EAST RANCH COMPANY

Real property in the unincorporated area of the County of SOLANO, State of CALIFORNIA, described as follows:

PARCEL 1:

THE NORTHWEST ONE-FOURTH (N.W.1/4) OF SECTION TEN (10) IN TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) WEST, M.D.B.&M.

EXCEPTING THEREFROM:

1) THAT CERTAIN PARCEL CONVEYED BY E.A. PEABODY TO MELVILLE DOZIER, JR. BY DEED DATED SEPTEMBER 30, 1907 AND RECORDED OCTOBER 5, 1907 IN BOOK 170 OF DEEDS, AT PAGE 312.

2) THAT CERTAIN PARCEL CONVEYED BY ERNEST A. PEABODY, ET UX, TO SACRAMENTO NORTHERN RAILWAY, A CORPORATION, BY DEED DATED FEBRUARY 20, 1930 AND RECORDED FEBRUARY 25, 1930 IN BOOK 51 OF OFFICIAL RECORDS, AT PAGE 361, INSTRUMENT NO. 738.

3) ALL THAT PORTION CONVEYED TO THE CITY OF FAIRFIELD BY FINAL JUDGMENT OF CONDEMNATION - ACTION IN EMINENT DOMAIN, RECORDED OCTOBER 27, 1989, INSTRUMENT NO. 89-76121 AND BY DEEDS TO THE CITY OF FAIRFIELD, RECORDED OCTOBER 27, 1989, INSTRUMENT NO. 89-76123 AND 89-76124, SOLANO COUNTY OFFICIAL RECORDS.

4) AN UNDIVIDED 50% INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500' FROM THE SURFACE OF SAID LAND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY RICHARD E. CUSHMAN, TRUSTEE OF THE RICHARD E. CUSHMAN 1991 TRUST INITIALLY CREATED MAY 6, 1991 AND BARBARA BRUSTROM, A MARRIED WOMAN IN THE GRANT DEED TO EAST RANCH COMPANY RECORDED JANUARY 29, 1993, SERIES NO. 93-8971, SOLANO COUNTY OFFICIAL RECORDS.

5) THAT CERTAIN PARCEL CONVEYED BY EAST RANCH COMPANY, A CALIFORNIA GENERAL PARTNERSHIP, ET AL TO SOLANO LAND INVESTMENT COMPANY, LLC, RECORDED MAY 26, 2005 AS INSTRUMENT NO. 2005-77530, SOLANO COUNTY OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOTS 6 AND 7 IN SUBDIVISION "B" OF GOLDEN WEST COLONY LYING NORTHEASTERLY OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SACRAMENTO NORTHERN RAILROAD, A MAP OF SAID SUBDIVISION BEING RECORDED IN BOOK 3 OF MAPS ON PAGE 39, IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY.

RESERVING THEREFROM AN UNDIVIDED 50% INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500' FROM THE SURFACE OF SAID LAND WITHOUT RIGHT OF SURFACE ENTRY.

APN: 0166-060-020 (AS TO PARCEL 1) and 0166-080-080 (AS TO PARCEL 2)

LEGAL DESCRIPTION

**APN 136-140-060, 070, 166-030-040,
166-040-040, 050, 166-050-010, 020,
166-060-060, 070, 100, 166-070-020, 030, 050, 080
NOONAN RANCH**

Real property in the unincorporated area of the County of Solano, State of California, described as follows:

PARCEL A:

PARCEL ONE:

A PORTION OF SECTION 2, T. 5 N., R. 1 W., M.D.M., SOLANO COUNTY, CALIFORNIA, AND LOTS 68, 69, AND 70 OF MODERN HOMESTEAD ASSOCIATION SUBDIVISION AS SHOWN ON THAT MAP RECORDED IN BOOK 5 OF MAPS AT PAGE 13, SOLANO COUNTY RECORDS.

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN 102.787 ACRE PARCEL AS SHOWN ON THAT MAP RECORDED IN BOOK 13 OF SURVEYS AT PAGE 98, SOLANO COUNTY RECORDS, SAID POINT OF BEGINNING BEING ALSO AT THE INTERSECTION OF SOUTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY PROPERTY AND THE EAST LINE OF SAID MODERN HOMESTEAD ASSOCIATION SUBDIVISION. THENCE FROM SAID POINT OF BEGINNING ALONG THE EASTERLY BOUNDARY LINE OF SAID 102.787 ACRE PARCEL THE FOLLOWING TWO COURSES, (1) SOUTH 01° 05' 07" EAST 2581.92 FEET, AND (2) SOUTH 02° 07' 09" EAST 788.47 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE NORTH 89° 58' 30" WEST 2273.34 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID 102.787 ACRE PARCEL; THENCE ALONG THE SAID WESTERLY BOUNDARY LINE THE FOLLOWING TWO COURSES, (1) ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11339.302 FEET, A CENTRAL ANGLE OF 06° 01' 17", AND A

DISTANCE ALONG THE ARC OF 1191.68 FEET, (2) NORTH 33° 59' 06" EAST 2830.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION OF THE HEREIN DESCRIBED LAND CONVEYED TO SOLANO IRRIGATION DISTRICT BY DEED RECORDED MARCH 22, 1965 IN BOOK 1328, PAGE 369, OFFICIAL RECORDS, AS INSTRUMENT NO. 7702.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF SECTION 2, T. 5 N., R. 1 W., M.D.M., SOLANO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN 100.447 ACRE PARCEL AS SHOWN ON THAT MAP RECORDED IN BOOK 13 OF SURVEYS AT PAGE 98, SOLANO COUNTY RECORDS, SAID POINT OF BEGINNING BEING ALSO AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH GATE ROAD AND MCCRORY ROAD AS SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTH BOUNDARY LINE OF SAID 100.447 ACRE PARCEL NORTH 89° 58' 30" WEST 60.00 FEET, THENCE LEAVING SAID SOUTH BOUNDARY LINE NORTH 02° 07' 09" WEST 1808.99 FEET; THENCE SOUTH 89° 58' 30" EAST 60.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID 100.447 ACRE PARCEL; THENCE ALONG THE SAID EAST BOUNDARY LINE SOUTH 02° 07' 09" EAST 1808.99 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL ONE:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND ALL OF THE SOUTHEAST 1/4 OF SECTION 11, T. 5 N., R. 1 W., M.D.B. & M.

EXCEPTING THEREFROM:

THAT PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 11 LYING WITHIN THE BOUNDARY LINES OF THAT CERTAIN PARCEL OF LAND CONDEMNED BY THE UNITED STATES OF AMERICA, FOR RELOCATION OF RAILROAD, AND DESCRIBED IN AMENDMENT TO JUDGMENT ON DECLARATION OF TAKING NO. 1 AS AMENDED, DATED APRIL 29, 1947, AND RECORDED JUNE 12, 1947 IN BOOK 393 OF OFFICIAL RECORDS, PAGE 31, INSTRUMENT NO. 7407, THE FINAL JUDGMENT AS TO SAID LANDS WAS RECORDED JUNE 1, 1949, IN BOOK 478 OF OFFICIAL RECORDS, PAGE 375, INSTRUMENT NO. 5742.

PARCEL TWO:

THAT PORTION OF THE SOUTH 1/2 OF SECTION 2, THE WEST 1/2 AND THE NORTHEAST 1/4 OF SECTION 11 AND THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 11 AND 14 IN TOWNSHIP 5 NORTH, RANGE 1 WEST, THENCE ALONG THE LINE BETWEEN SAID SECTIONS 11 AND 14, AND BETWEEN SECTIONS 10 AND 15 IN TOWNSHIP 5 NORTH, RANGE 1 WEST, NORTH 89° 35' WEST 79.83 CHAINS TO THE QUARTER SECTION CORNER BETWEEN SAID SECTIONS 10 AND 15; THENCE ALONG THE EAST BOUNDARY OF THE GOLDEN WEST SUBDIVISION, NORTH 0° 28' EAST 14.37 CHAINS TO THE BOUNDARY OF LAND OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG THE SAME NORTH 55° 15' EAST 1.41 CHAINS; THENCE CONTINUE ALONG SAID BOUNDARY NORTHEASTERLY ON A CURVE TO THE LEFT 60.44 CHAINS; THENCE CONTINUE ALONG SAID BOUNDARY NORTH 25° 17' EAST 6.45 CHAINS; SOUTH 64° 43' EAST 3.03 CHAINS; NORTH 25° 17' EAST 15.15 CHAINS; NORTH 64° 43' WEST 3.03 CHAINS; NORTH 25° 17' EAST 43.23 CHAINS TO THE FENCE LINE ON THE SOUTH BOUNDARY LINE OF THE LAND NOW OR FORMERLY BELONGING TO JAMES MCCRORY; THENCE ALONG THE BOUNDARY OF SAID LAND SOUTH 88° 42' EAST 9.98 CHAINS; NORTH 4° 30' WEST 65 LINKS TO THE EAST AND WEST QUARTER SECTION LINE RUNNING THROUGH SECTION 2, TOWNSHIP 5 NORTH, RANGE 1 WEST; THENCE ALONG SAID SECTION LINE SOUTH 88° 47' EAST 38.42 CHAINS TO THE QUARTER SECTION CORNER BETWEEN SAID SECTIONS 1 AND 2; THENCE ALONG THE SECTION LINE SOUTH 0° 35' EAST 39.57 CHAINS TO THE CORNER OF SECTIONS 1, 2, 11 AND 12, IN SAID TOWNSHIP; THENCE ALONG THE LINE BETWEEN SAID SECTIONS 11 AND 12; SOUTH 0° 54' EAST 20.41 CHAINS; THENCE ALONG THE BOUNDARY LINE OF LAND FORMERLY OF M. L. SMYTH, NORTH 89° 20' WEST 38.31 CHAINS; SOUTH 1° 30' EAST 60.33 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM:

THAT CERTAIN PORTION DESCRIBED IN DEED FROM LEWIS PIERCE AND ALINE MARY PIERCE, HIS WIFE, TO SACRAMENTO NORTHERN RAILWAY, DATED JANUARY 30, 1930, AND RECORDED MAY 2, 1930, IN BOOK 50 OF OFFICIAL RECORDS, AT PAGE 354, SOLANO COUNTY RECORDER, INSTRUMENT NO. 480;

ALSO EXCEPTING THEREFROM:

THAT PORTION OF THE SOUTH ONE-HALF OF SECTION 10 AND THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 1 WEST, LYING WITHIN THE BOUNDARY LINES OF THAT CERTAIN PARCEL OF LAND CONDEMNED BY THE UNITED STATES OF AMERICA, FOR RELOCATION OF RAILROAD, AND DESCRIBED IN AMENDMENT TO JUDGMENT ON DECLARATION OF TAKING NO. 1 AS AMENDED, DATED APRIL 29, 1947, AND RECORDED JUNE 12, 1947, IN BOOK 393 OF OFFICIAL RECORDS, PAGE 31, INSTRUMENT NO. 7407, THE FINAL JUDGMENT AS TO SAID LANDS WAS RECORDED JUNE 1, 1949, IN BOOK 478 OF OFFICIAL RECORDS, PAGE 375, INSTRUMENT NO. 5742.

ALSO EXCEPTING THEREFROM:

THE PARCEL OF LAND AWARDED TO SACRAMENTO-YOLO PORT DISTRICT IN THE JUDGMENT IN CONDEMNATION HAD IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SOLANO ON OCTOBER 1, 1962, IN THE MATTER ENTITLED: "SACRAMENTO-YOLO PORT DISTRICT, PLAINTIFF, VS. JAMES ROSS NOONAN,

SR., ET AL, DEFENDANTS', CASE NO. 37498, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 1, 1962, IN BOOK 1163 OF OFFICIAL RECORDS, PAGE 161, INSTRUMENT NO. 24194, AND AS DESCRIBED IN THE QUITCLAIM DEED EXECUTED BY JAMES ROSS NOONAN, SR., TO SACRAMENTO NORTHERN RAILWAY, RECORDED OCTOBER 1, 1962, IN BOOK 1163 OF OFFICIAL RECORDS, PAGE 168, INSTRUMENT NO. 24196.

ALSO EXCEPTING THEREFROM:

THAT PORTION OF LAND AWARDED TO THE COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA BY THAT CERTAIN FINAL ORDER OF CONDEMNATION, RECORDED JANUARY 21, 1969 IN BOOK 1545, PAGE 236, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, T5N, R1W., M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SECTION 11, T5N, R1W., M.D.B. & M., WITH THE EASTERLY LINE OF THE SOUTHERN PACIFIC COMPANY AS PER MAP TITLED "RECORD OF SURVEY OF CANON RD. (CO. RD. 367)" RECORDED IN BOOK 10 OF SURVEYS, PAGE 79, SOLANO COUNTY RECORDS, FROM WHICH A 2" IRON PIPE MONUMENT WITH TAG R.C.E. 6521 MARKING THE INTERSECTION OF THE CENTER-LINE OF CANON ROAD WITH THE EASTERLY LINE OF THE SOUTHERN PACIFIC CO., BEARS SOUTH 24° 05' 00" WEST, 27.43 FEET; THENCE ALONG SAID EASTERLY LINE NORTH 24° 05' 00" EAST, 70.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 24° 05' 00" EAST, 100.00 FEET ALONG THE PROLONGATION OF SAID EASTERLY LINE; THENCE SOUTH 66° 04' 59" EAST, 73.79 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AT A RADIUS OF 1150 FEET, THROUGH A CENTRAL ANGLE OF 5° 14' 57", A DISTANCE OF 105.36 FEET; THENCE NORTH 18° 40' 04" EAST, 40.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AT A RADIUS OF 1110 FEET, THROUGH A CENTRAL ANGLE OF 8° 53' 41", A DISTANCE OF 172.32 FEET; THENCE SOUTH 0° 02' 27" EAST, 40.57 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH AT A RADIUS OF 1150 FEET, THROUGH A CENTRAL ANGLE OF 2° 07' 34", A DISTANCE OF 42.67 FEET; THENCE SOUTH 82° 41' 39" EAST, 151.98 FEET; THENCE SOUTH 0° 13' 22" EAST, 15.00 FEET TO THE NORTH LINE OF SECTION 11, SAID NORTH LINE OF SECTION 11 BEING THE NORTH SIDE LINE OF CANON RD. (CO. RD. 367), AS PER "PETITION NO. 367, BOOK 1, PAGE 352, ADOPTED JUNE 1, 1885"; THENCE ALONG SAID NORTH LINE OF SECTION 11, SOUTH 89° 46' 38" WEST, 434.64 FEET; THENCE NORTH 66° 04' 59" WEST 157.85 FEET, TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

THAT PORTION GRANTED BY THE UNITED STATES OF AMERICA TO JAMES ROSS NOONAN II, ET AL BY QUITCLAIM DEED RECORDED JUNE 10, 1980 IN BOOK 1980, PAGE 40444, SOLANO COUNTY OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 100 FEET IN WIDTH LYING WITHIN THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST, M.D.B.M., SAID STRIP OF LAND BEING MORE

PARTICULARLY DESCRIBED AS LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A POINT IN THE CENTER LINE OF THE COUNTY ROAD NO. 73, 1389.00 FEET NORTHERLY ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED FROM M. ENOS TO THE UNITED STATES OF AMERICA DATED 5 DECEMBER 1942, RECORDED 8 DECEMBER 1942 IN VOLUME 271 OF DEEDS AT PAGE 282, SAID POINT ALSO BEING 50.00 FEET NORTHERLY FROM THE INTERSECTION OF SECTIONS 11, 12, 13 AND 14, TOWNSHIP 5 NORTH, RANGE 1 WEST; THENCE, FROM SAID POINT ON A CURVE TO THE RIGHT TANGENT TO A LINE DRAWN SOUTH 88° 01' 49" EAST WITH A RADIUS OF 2864.79 FEET, THROUGH A CENTRAL ANGLE OF 14° 36' 29", A DISTANCE OF 730.41 FEET TO STATION 73/86.49; THENCE, NORTH 73° 25' 20" WEST, 384.20 FEET; THENCE, ON A CURVE TO THE RIGHT WITH A RADIUS OF 2864.79 FEET THROUGH A CENTRAL ANGLE OF 28° 28' 30", A DISTANCE OF 1423.75 FEET; THENCE, NORTH 44° 56' 50" WEST 306.44 FEET; THENCE, NORTH 51° 18' 25" WEST, 114.42 FEET; THENCE, ON A CURVE TO THE LEFT WITH A RADIUS OF 955.37 FEET THROUGH A CENTRAL ANGLE 40° 57' 25", A DISTANCE OF 682.61 FEET; THENCE, SOUTH 87° 44' 10" WEST 655.03 FEET; THENCE, ON A CURVE TO THE LEFT WITH A RADIUS OF 1910.08 FEET THROUGH A CENTRAL ANGLE OF 28° 34' 10", A DISTANCE OF 952.31 FEET; THENCE, SOUTH 59° 10' 00" WEST, 1403.41 FEET; THENCE, SOUTH 52° 48' 25" WEST 50.76 FEET TO THE POINT OF BEGINNING.

THENCE, FROM SAID POINT OF BEGINNING ON A CURVE TO THE LEFT WITH A RADIUS OF 1432.69 FEET, THROUGH A CENTRAL ANGLE OF 57° 17' 50", A DISTANCE OF 1432.43 FEET;

THENCE, SOUTH 04° 29' 25" EAST, 54.56 FEET TO A POINT ON THE CENTER LINE OF THE SACRAMENTO-NORTHERN RAILROAD BEING APPROXIMATELY STATION 57/08.55 OF THE RIGHT-OF-WAY AND BEING THE POINT OF TERMINATION.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHERLY OF THE SOUTH LINE OF SAID SECTION 10.

ALSO EXCEPTING THEREFROM:

ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED 100 FOOT WIDE STRIP OF LAND, LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE CENTER LINE OF COUNTY ROAD NO. 73, 1389.00 FEET NORTHERLY ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM M. ENOS TO THE UNITED STATES OF AMERICA DATED 5 DECEMBER 1942, RECORDED 8 DECEMBER 1942 IN VOLUME 271 OF DEEDS AT PAGE 282, SAID POINT ALSO BEING 50.00 FEET NORTHERLY FROM THE INTERSECTION OF SECTIONS 11, 12, 13 AND 14, TOWNSHIP 5 NORTH, RANGE 1 WEST, M.D.M.; THENCE, FROM SAID POINT ON A CURVE TO THE RIGHT TANGENT TO A LINE DRAWN SOUTH 88° 01' 49" EAST, WITH A RADIUS OF 2864.79 FEET THROUGH A CENTRAL ANGLE OF 14° 36' 29', A DISTANCE OF 730.41 FEET TO STATION 73/86.49; THENCE, NORTH 73° 25' 20" WEST, 384.20 FEET; THENCE, ON A CURVE TO THE RIGHT WITH A RADIUS OF

2864.79 FEET THROUGH A CENTRAL ANGLE OF 28° 28' 30" A DISTANCE OF 1423.75 FEET; THENCE NORTH 44° 56' 50" WEST, 306.44 FEET; THENCE NORTH 51° 18' 25" WEST, 114.42 FEET; THENCE, ON A CURVE TO THE LEFT WITH A RADIUS OF 955.37 FEET THROUGH A CENTRAL ANGLE OF 40° 37' 25", A DISTANCE OF 682.61 FEET; THENCE, SOUTH 87° 44' 10" WEST, 655.03 FEET; THENCE, ON A CURVE TO THE LEFT WITH A RADIUS OF 1910.08 FEET; THROUGH A CENTRAL ANGLE OF 28° 34' 10", A DISTANCE OF 952.31 FEET; THENCE, SOUTH 59° 10' 00" WEST, 1483.97 FEET; THENCE, ON A CURVE TO THE RIGHT WITH A RADIUS OF 955.37 FEET, THROUGH A CENTRAL ANGLE OF 78° 02' 25", A DISTANCE OF 1300.67 FEET; THENCE NORTH 42° 47' 35" WEST, 50.77 FEET TO A POINT ON THE CENTER LINE OF THE EXISTING SACRAMENTO-NORTHERN RAILROAD, SAID POINT BEING STATION 40/18.42 OF THE SACRAMENTO NORTHERN RAILROAD SURVEY SYSTEM, SAID POINT ALSO BEING SOUTH 36° 26' 00" EAST, 615.92 FEET FROM THE INTERSECTION OF THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND THE CENTER LINE OF THE SACRAMENTO-NORTHERN RAILWAY AND THE POINT OF TERMINATION.

APN: 0136-140-060; 0136-140-070 and 0166-030-040 (Affects: Parcel A); 0166-050-020 and 0166-060-070 (Affects: Parcel One of Parcel B); 0166-040-040; 0166-040-050; 0166-050-010; 0166-060-060; 0166-060-100; 0166-070-020; 0166-070-030 and 0166-070-080 (Affects: Parcel Two of Parcel B) and 0166-070-050 (Affects: Parcel Three of Parcel B)

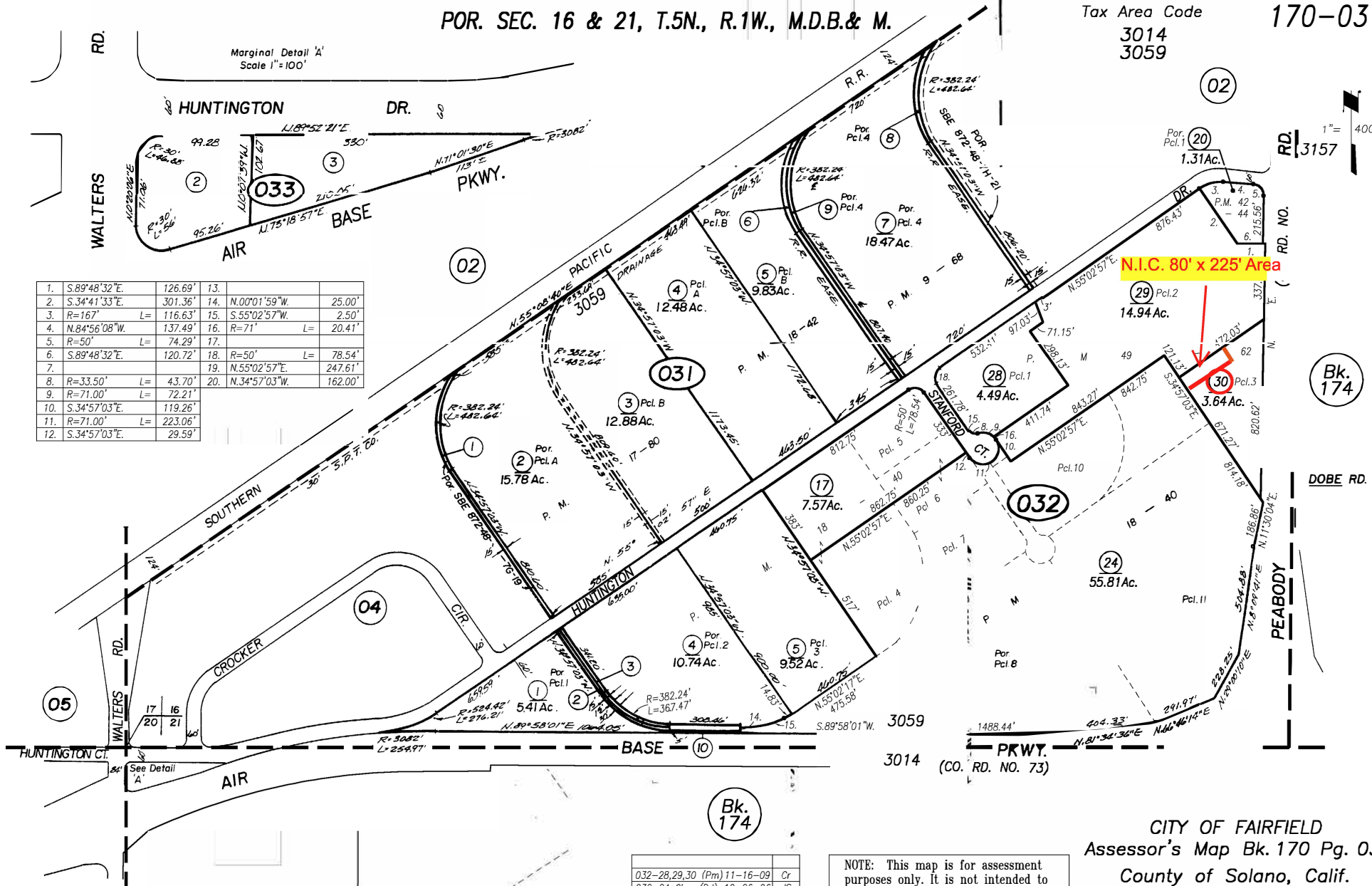
Exhibit B and B-1

Fire Station Site

POR. SEC. 16 & 21, T.5N., R.1W., M.D.B.& M.

Tax Area Code
3014
3059

170-03



1.	S.89°48'32"E.	126.69'	13.		
2.	S.34°41'33"E.	301.36'	14.	N.00°01'59"W.	25.00'
3.	R=167'	L=116.63'	15.	S.55°02'57"W.	2.50'
4.	N.84°56'08"W.	137.49'	16.	R=71'	L=20.41'
5.	R=50'	L=74.29'	17.		
6.	S.89°48'32"E.	120.72'	18.	R=50'	L=78.54'
7.			19.	N.55°02'57"E.	247.61'
8.	R=33.50'	L=43.70'	20.	N.34°57'03"W.	162.00'
9.	R=71.00'	L=72.21'			
10.	S.34°57'03"E.	119.26'			
11.	R=71.00'	L=223.06'			
12.	S.34°57'03"E.	29.59'			

032-28,29,30 (Pm)	11-16-09	Cr
032-24 Cha. (Dd)	10-26-06	JS
032-25thru27 (Dd)	11-03-06	JS
REVISION	DATE	BY

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF FAIRFIELD
Assessor's Map Bk. 170 Pg. 03
County of Solano, Calif.

10-11

January 13, 2021

Exhibit B

Bk. 174

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

(AC)

(SF)

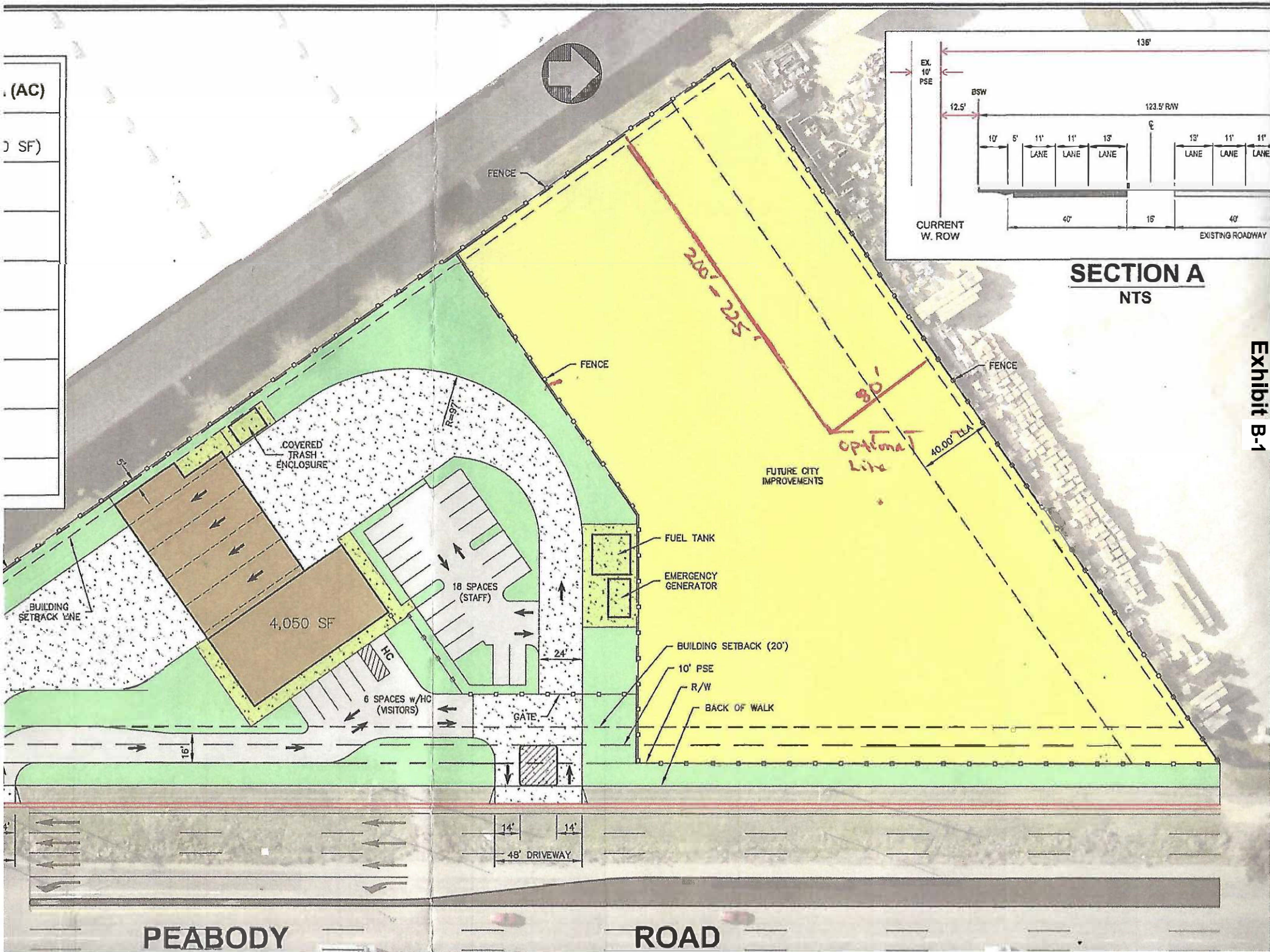


Exhibit 13-1

Exhibit 13-1
Canon Station Park Improvements and Phasing

Item #	Description	Acreage	Ownership	Constructed By	Maintenance Responsibility	Phasing
1	Lake Park Phase I Lake Edge Treatment, Parking Lot, Lake Walkway, Landscaping to Walkway, between Walkway and Lake edge.	6.05	City of Fairfield	Canon Station	City of Fairfield <u>HOA</u>	Start Construction at the 75th unit and finish in 24 months
2	Lake Park Phase II Westside Landscaping	2.65 <u>1.27</u>	City of Fairfield	Canon Station	City of Fairfield <u>HOA</u>	Start Construction at the 200th unit and finish in 38 months
3	Neighborhood Park (Lake Trail) From Linear Park to Lake	5.5 <u>3.74</u>	City of Fairfield	Canon Station	HOA	Start Construction at the 300th unit <u>earlier of i) the 425th unit or ii) the first unit in Neighborhood 5A</u> and finish in 12 months. Park Landscape acreage feature available for fee credits to be determined at time of Tentative Map.
4	Lake Park Phase III Landscaping adjacent to MR district on Lake <u>Eastside Landscaping</u>	1.52	City of Fairfield	Canon Station	City of Fairfield <u>HOA</u>	Build Concurrently with PA4 MR Development <u>Neighborhood 8</u> or start construction at the 550th unit, whichever occurs first and finish in 18 months
5	Lake Park Phase IV Landscaping adjacent to HR district on Lake <u>North Side of Lake (Picnic and Parking Area)</u>	2.03	City of Fairfield	Canon Station	City of Fairfield <u>HOA</u>	Build Concurrently with PA4 HR Development or start construction at the 550th unit, whichever occurs first and finish in 18 months <u>Start construction at 600th unit and finish in 18 months.</u>
6	Great Park Phase I	16.5	City of Fairfield	Canon Station	City of Fairfield	Start Construction at the 1750th unit and finish in 36 months <u>or at a later date determined by the City of Fairfield.</u>
7	Neighborhood Parks Remaining PA 4 and 5 Parks	2.4	City of Fairfield	Canon Station	HOA	Build with adjacent development

NOTES:

If Park Impact Fees are reduced more than 35% from fees in effect on April 1, 2011, the timing and construction of improvements will be renegotiated

- 1 Park Costs shall not exceed: Great Park - \$455,000 per acre. Lake Park Phase I - \$450,000 per acre. Lake Park Phase II thru IV - \$390,000 per acre. Neighborhood Park - \$260,000 per acre (2011 costs--costs are to be indexed)
- 2 Great Park Improvements will be as described in the FTSSP Land Use map, Exhibit 15 of this agreement and constructed in accordance with TSSP design and landscape guidelines.
- 3 Lake Park Improvements will be as described in the FTSSP Land Use map, Exhibit 16 of this agreement and constructed in accordance with TSSP design and landscape guidelines.
- 4 Linear Park Improvements will be as described in the FTSSP Land Use map, Exhibit 17 of this agreement and constructed in accordance with TSSP design and landscape guidelines.
~~Developer to take a fee credit for Linear Park Construction as follows: 100% of Linear Park costs from Developer's Northeast Area Fees~~
- 5 Developer to take a fee credit for Great Park, Lake Park and Neighborhood Park Construction as follows: 100% of Developer's AB 1600 Park Fees and 25% of Developer's Bedroom Tax Fees
City will serve as applicant and Developer will process any environmental permits required for approval that may be required for approval to construct the Linear Park
~~Developer will provide Linear Park mitigation for wetland and CTS impacts; Costs are not creditable against Northeast Fees~~
- 6 Park improvements are subject to revision due to environmental permitting factors that may arise.
- 7 Projects 3,4,and 7 Landscaping to be built with adjacent Residential Development or the Canon Station Units shown in the above table, whichever comes first
- 8 All park costs per acre include construction management, overhead, consultant costs, city administration and plan check costs
- 9 Projects that are open to the public for beneficial use shall be considered finished
- 10 "Unit" shall mean a building permit for a "for-sale" housing unit.
- 11 Developer shall bond for park improvements on a faster schedule if necessary to ensure available AB1600 Park Fee credits for requested building permits.

Exhibit 13-2

Exhibit 13-2
Canon Station Linear Park Improvements and Phasing

Segment #	Description	Linear Feet	Ownership	Constructed By	Maintenance Responsibility	Phasing
1	Peabody to Lake Trail (1) & Intersection of Trail to Vanden (2) Grading and Trail Only	5200 (1) 3,347 (2) 1,853	City of Fairfield	Canon Station	City of Fairfield	<u>Start Construction at the later of i) the 400th unit or ii) Department of Toxic Substances Control approval of the Remedial Action Plan and Developer to complete remediation work of the contaminated soil along the former railroad right of way within 18 months of DTSC approval. Developer shall diligently pursue approval of the RAP and remediation work to allow issuance of building permits past the 400th unit. Remediation and grading work of (2) shall be completed by October 1, 2022, to allow City to commence work on trail improvements.</u> Start Construction at the later of i) the 400th 250th unit or ii) Department of Toxic Substances Control approval of the Remedial Action Plan and remediation by Developer of the contaminated soil along the former railroad right of way and finish in 18 months. Developer shall diligently pursue approval of the RAP and approved remediation to allow issuance of building permits past the 400th unit.
2	Vanden to Center School (including Pedestrian Bridge) Grading and Trail Only	2800	City of Fairfield	Canon Station	City of Fairfield	Start Construction at the 1200th unit and finish in 18 months
3	Lake Trail to New Canon Grading and Trail Only	3600	City of Fairfield	Canon Station	City of Fairfield	Start Construction at the 1250th unit and finish in 18 months
4	Peabody to Lake Trail Landscaping Only	2500	City of Fairfield	Canon Station	City of Fairfield	Start Construction at the 1500th unit and finish in 18 months
5	Lake Trail to New Canon Landscaping Only	3600	City of Fairfield	Canon Station	City of Fairfield	Start Construction at the 1600th unit and finish in 18 months

NOTES:

~~If Park Impact Fees are reduced more than 35% from fees in effect on April 1, 2011, the timing and construction of improvements will be renegotiated~~

1 Linear Park Improvements will be as described in the FTSSP Land Use map, Exhibit 17 of this agreement and constructed in accordance with TSSP design and landscape guidelines.

2 Developer to take a fee credit for Linear Park Construction as follows: 100% of Linear Park costs from Developers Northeast Area Fees

3 City will serve as applicant and Developer will process any environmental permits required for approval that may be required for approval to construct the Linear Park

4 Developer will provide Linear Park mitigation for wetland and CTS impacts and take costs as a fee credit against Northeast Fees

5 Park improvements are subject to revision due to environmental permitting factors that may arise.

6 All park costs per acre include construction management, overhead, consultant costs, city administration and plan check costs

7 Projects that are open to the public for beneficial use shall be considered finished

8 "Unit" shall mean a building permit for a "for-sale" housing unit.

New text shown in Underline. Deleted text shown in ~~Strikethrough~~