PLACER TITLE COMPANY

CITY OF SUISUN CITY
701 CIVIC CENTER BLVD.
SUISUN CITY, CA 94585
Attn: JASON GARBEN

April 26, 2006

Order No.: 501-16089
Reference: 8.29 ACRE COMMERCIAL - ADJACEN

Property Address:

APN'S: 0173-390-160 AND 0173-390-180, SUISUN CITY, CA 94585

Thank you for letting us be of service to you. Enclosed are the reports requested on the above referenced property. If you have any questions concerning this report, please contact the office shown on the first page of the report.

1300 Oliver Rd., #230, Fairfield, CA 94533 - (707) 429-6186 Fax (707) 428-6842

S.PRE.MAIL

PLACER TITLE COMPANY

Preliminary Report

Order No. 501-16089
UPDATE

Issued By:

PLACER TITLE COMPANY
1300 OLIVER RD.,
SUITE #110
FAIRFIELD, CA 94534
Escrow Officer: Laura Vierra
Phone: 707-429-2211
Fax: 707-429-6199
Escrow Officer Email: lvierra@placertitle.com
Email Loan Docs To: 501edocs@placertitle.com

Customer Reference: 8.29 ACRE COMMERCIAL - ADJACENT TO HIGHWAY 12

Property Address: APN'S: 0173-390-160 AND 0173-390-180, SUISUN CITY, CA 94585

In response to the above referenced application for a policy of title insurance, PLACER TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of **April 11, 2006 at 7:30 a.m.**

Title Officer: Laura Vierra

Order No. 501-16089
UPDATE

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE AS TO PARCEL ONE; AN EASEMENT AS TO PARCELS TWO AND THREE

Title to said estate or interest at the date hereof is vested in:

THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, A PUBLIC BODY, CORPORATE AND POLITIC OF THE STATE OF CALIFORNIA

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

Order No. 501-16089
UPDATE

EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL ONE:

PARCELS 1 AND 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY , STATE OF CALIFORNIA ON OCTOBER 3, 1996 IN BOOK 40 OF PARCEL MAPS, AT PAGE 21.

PARCEL TWO:

THE NON-EXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS OVER AND ACROSS EASEMENTS, AS SET FORTH IN THAT CERTAIN "DECLARATION OF RESTRICTIONS AND GRANTS OF EASEMENTS", RECORDED NOVEMBER 1, 1979 IN BOOK 1979, PAGE 94395, INSTRUMENT NO. 56053.

PARCEL THREE:

THE NON EXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS, OVER AND ACROSS EASEMENTS, AS SET FORTH IN THAT CERTAIN "SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANTS OF EASEMENTS,"RECORDED MARCH 18, 1988 IN BOOK 1988, PAGE 28571, INSTRUMENT NO. 14752.

APN: 0173-390-160 AND 0173-390-180

Order No. 501-16089
UPDATE

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

2. THE HEREIN DESCRIBED PROPERTY LIES WITHIN THE BOUNDS OF THE SOLANO IRRIGATION DISTRICT AND SUISUN RESOURCE CONSERVATION DISTRICT, AND IS THEREFORE SUBJECT TO ALL THEIR TAXES AND ASSESSMENTS THEREOF.

3. MUNICIPAL AND ANY UNPAID CHARGES FOR THE CITY OF SUISUN CITY, IF ANY. FOR AMOUNTS DUE, PLEASE CONTACT SOLANO GARBAGE AT (707) 439-2800.

4. AN EASEMENT OVER SAID LAND FOR SEWER TRUNK MAIN AND INCIDENTAL PURPOSES, IN FAVOR OF THE FAIRFIELD-SUISUN SEWER DISTRICT, A PUBLIC CORPORATION IN DEED RECORDED JUNE 13, 1966, BOOK 1402, PAGE 637, INSTRUMENT NO. 16339, OFFICIAL RECORDS.

   AFFECTS: THE SOUTHERLY PORTION OF THE PROPERTY

   NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

5. AN EASEMENT OVER SAID LAND FOR WATER LINE AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF SUISUN CITY, RECORDED APRIL 22, 1976, BOOK 1976, PAGE 21443, INSTRUMENT NO. 13297, OFFICIAL RECORDS.

   AFFECTS: THE SOUTHERLY PORTION OF THE PROPERTY

   NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

6. AN EASEMENT OVER SAID LAND FOR WATER MAINS AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF SUISUN CITY, RECORDED APRIL 22, 1976, IN BOOK 1976, PAGE 21448, INSTRUMENT NO. 13298, OFFICIAL RECORDS.

   AFFECTS: THE SOUTHERLY PORTION OF THE PROPERTY

   NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

7. AN EASEMENT OVER SAID LAND FOR STORM DRAINS AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF SUISUN CITY, RECORDED JANUARY 28, 1977, IN BOOK 1977, PAGE 5653, INSTRUMENT NO. 3316, OFFICIAL RECORDS.

   AFFECTS: THE SOUTHERLY PORTION OF THE PROPERTY

   NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

EXCEPTIONS
(Continued)

8. AN EASEMENT OVER SAID LAND FOR ACCESS, AND INCIDENTAL PURPOSES AS SET FORTH ON PARCEL MAP FILED OCTOBER 12, 1979, IN BOOK 19 OF PARCEL MAPS, PAGE 15.

   AFFECTS: PORTIONS OF THE PROPERTY

9. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION VIOLATE 42 U.S.C. 3604 (C) AS SET FORTH IN THE DOCUMENT RECORDED NOVEMBER 01, 1979, BOOK 1979, PAGE 94395, INSTRUMENT NO. 56053, OFFICIAL RECORDS.

   SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

   SAID COVENANTS, CONDITIONS AND RESTRICTIONS DO NOT PROVIDE FOR REVERSION OF TITLE IN THE EVENT OF A BREACH THEREOF.

   SAID COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS WERE MODIFIED IN PART BY INSTRUMENT RECORDED MAY 11, 1984, IN BOOK 1984, PAGE 40102, INSTRUMENT NO. 20639, OFFICIAL RECORDS.

   SAID COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS WERE MODIFIED IN PART BY INSTRUMENT RECORDED MARCH 18, 1988, IN BOOK 1988, PAGE 28751, INSTRUMENT NO. 14752, OFFICIAL RECORDS.

10. AN EASEMENT OVER SAID LAND FOR UNDERGROUND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED DECEMBER 11, 1980, IN BOOK 1980, PAGE 90035, INSTRUMENT NO. 54958, OFFICIAL RECORDS.

    AFFECTS: A PORTION OF THE PROPERTY

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

11. AN EASEMENT OVER SAID LAND FOR SANITARY SEWER PIPE LINES AND WATER PIPE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF SUISUN CITY, RECORDED MAY 13, 1981 BOOK 1981, PAGE 34236, INSTRUMENT NO. 19911, OFFICIAL RECORDS.

    AFFECTS: A PORTION OF THE PROPERTY

EXCEPTIONS
(Continued)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

12. AN EASEMENT OVER SAID LAND FOR ELECTRIC FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED SEPTEMBER 3, 1981 IN BOOK 1981, PAGE 65076, INSTRUMENT NO. 37567 OFFICIAL RECORDS.

    AFFECTS: A PORTION OF THE PROPERTY

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

13. AN EASEMENT OVER SAID LAND FOR UNDERGROUND PIPES AND INCIDENTAL PURPOSES, IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED SEPTEMBER 3, 1981 IN BOOK 1981, PAGE 65083, INSTRUMENT NO. 37568 OFFICIAL RECORDS.

    AFFECTS: A PORTION OF THE PROPERTY

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

14. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT PLAN FOR THE SUISUN CITY REDEVELOPMENT PROJECT, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW, SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT (PLAN) AS DISCLOSED BY A DOCUMENT RECORDED JULY 14, 1982, INSTRUMENT NUMBER 25626, BOOK 1982, PAGE 45007, OFFICIAL RECORDS.

    AND AS MODIFIED BY AN INSTRUMENT RECORDED JULY 21, 1989 INSTRUMENT NO. 890047829.

15. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN INSTRUMENT ENTITLED "AGREEMENT AND COVENANTS TO ENTER INTO ASSESSMENT DISTRICT", BY AND BETWEEN CAL LAND INVESTORS, AND SOLANO INVESTORS, RECORDED SEPTEMBER 30, 1986, IN BOOK 1986, PAGE 112571, INSTRUMENT NO. 54567, OFFICIAL RECORDS.

16. AN EASEMENT OVER SAID LAND FOR ACCESS AND INCIDENTAL PURPOSES AS SET FORTH ON PARCEL MAP FILED OCTOBER 03, 1996, IN BOOK 40, PAGE 21 OF PARCEL MAPS.

    AFFECTS: A PORTION OF THE PROPERTY

17. AN EASEMENT OVER SAID LAND DISCLOSED AS AN UNRECORDED PACIFIC GAS AND

EXCEPTIONS
(Continued)

ELECTRIC EASEMENT, AS SET FORTH ON PARCEL MAP FILED OCTOBER 03, 1996, IN BOOK 40, PAGE 21 OF PARCEL MAPS.

AFFECTS: A PORTION OF THE PROPERTY

18. AN EASEMENT OVER SAID LAND FOR PUBLIC ACCESS AND PUBLIC UTILITIES, AND INCIDENTAL PURPOSES AS SET FORTH ON PARCEL MAP FILED OCTOBER 03, 1996, IN BOOK 40, PAGE 21 OF PARCEL MAPS.

    AFFECTS: THE SOUTHERLY PORTION OF THE PROPERTY

19. AN EASEMENT OVER SAID LAND FOR INGRESS AND EGRESS, UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF CAL-LAND INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, RECORDED OCTOBER 4, 1996, BOOK 1996, INSTRUMENT NO.1996-00067362, OFFICIAL RECORDS.

    AFFECTS: A PORTION OF THE PROPERTY

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

    SAID DOCUMENT WAS RE-RECORDED NOVEMBER 3, 1997, INSTRUMENT NO. 1997-00074482.

20. ANY FACTS, RIGHTS, INTEREST OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.

21. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

22. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTORS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

****

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

NONE

NOTE: TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE

EXCEPTIONS
(Continued)

AREAS, FOR THE FISCAL YEAR 2005-2006:
1ST INSTALLMENT: $0.00 CANCELLED
2ND INSTALLMENT: $0.00 CANCELLED
ASSESSED VALUATIONS:
LAND: $0.00
IMPROVEMENTS: $0.00
EXEMPTION: $0.00
PARCEL NO.: 0173-390-160 AND 0173-390-180 CODE AREA: 5005

****

NOTE: ANY CONVEYANCE OF INTEREST (OR PARTIAL INTEREST) AFFECTING THE HEREIN DESCRIBED PROPERTY MAY REQUIRE DOCUMENTARY TRANSFER TAX.

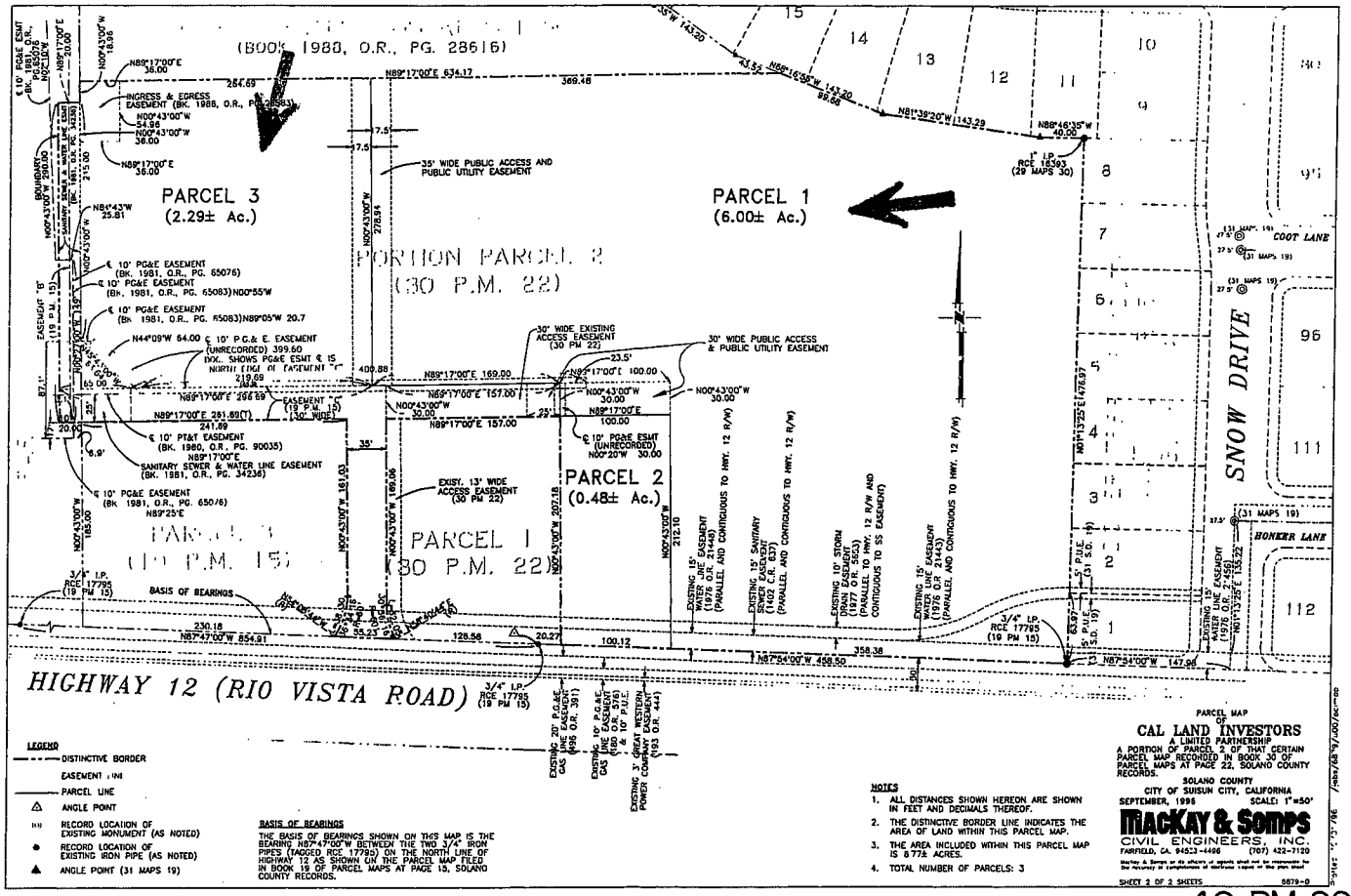
PLEASE CONTACT THE TITLE DEPARTMENT OR THE SOLANO COUNTY RECORDER'S OFFICE AT (707) 421-6290 PRIOR TO THE CLOSE OF ESCROW TO DETERMINE IF YOUR TRANSACTION WILL BE SUBJECT TO SUCH TRANSFER TAX.

****

NOTE: THE CHARGE FOR A POLICY OF TITLE INSURANCE, IF ISSUED THROUGH THIS TITLE ORDER, WILL BE BASED ON THE BASIC INSURANCE RATE.

****

NOTE: IT HAS BEEN DETERMINED THAT STEWART TITLE COMPANY WILL BE THE UNDERWRITER FOR THIS TRANSACTION.



40 PM 22

Description: Solano,CA Parcel Map 40.21 Page: 2 of 2
Order: - Comment:

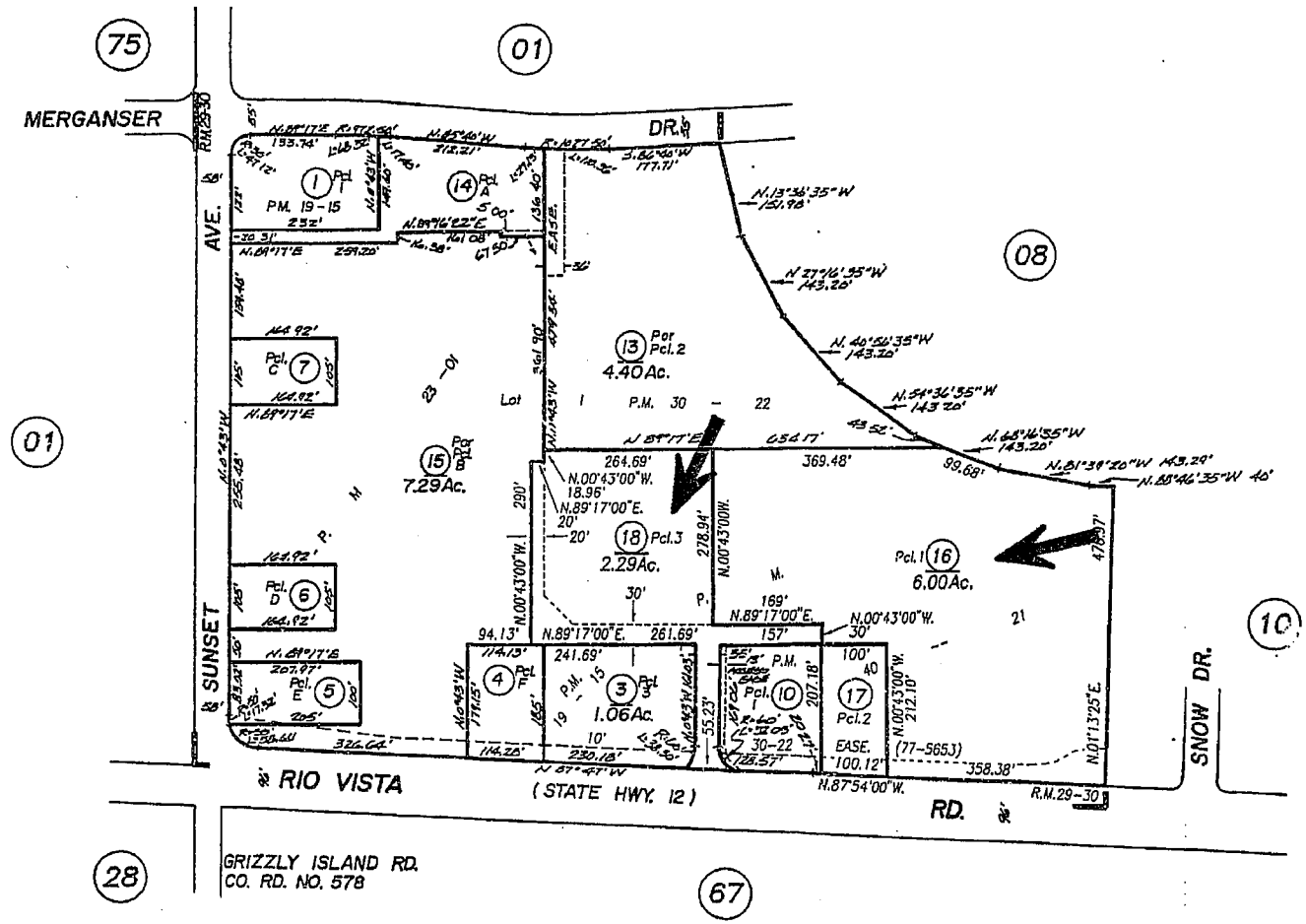
Description: Solano,CA Assessor Map 173.39 Page: 1 of 1
Order: - Comment:

POR. LOT 37, RANCHO TOLENAS
POR. SEC. 30, T.5N., R.1W., M.D.B. & M. EXT.

Tax Area Code
5005

173–39

1" = 200'



Cold Spring Harbor Unit No. 1, R.M. Bk. 29 Pg. 30

390-16-18 P.M.	10-3-96	S.W.
Adj. Pg.75	7-30-92	FG
REVISION	DATE	BY

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JAN 2 2 1997

CITY OF SUISUN
Assessor's Map Bk. 173 Pg. 39
County of Solano, Calif.

9798

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LENDER'S NOTE:

IF A 1970 ALTA LENDER'S POLICY FORM HAS BEEN REQUESTED, THE POLICY, WHEN AND IF APPROVED FOR ISSUANCE, WILL EITHER BE ENDORSED TO ADD THE FOLLOWING LANGUAGE OR AN ENCUMBRANCE WILL BE ADDED TO SCHEDULE B, PART I AS FOLLOWS:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 POLICIES ONLY.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. **Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.**

2. **(a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.**

3. **Any rights, interests or claims of parties in possession of the land which are not shown by the public records.**

4. **Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.**

5. **Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.**

Placer Title Company, North Idaho Title Insurance Company, Westcor Land Title Insurance Company National Closing Solutions, NCS Exchange Professionals, Montana Title and Escrow Company Stewart Title Guaranty Company, Old Republic National Title Insurance Company, Lawyers Title Insurance Corporation, United General Title Insurance Company, Transnation Title Insurance Company, The Sterling Title Company, and Ticor Title Insurance Company

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Placer Title Company, North Idaho Title Insurance Company, Montana Title and Escrow Company Westcor Land Title Insurance Company, Stewart Title Guaranty Company, Old Republic National Title Insurance Company, Lawyers Title Insurance Corporation and United General Title Insurance Company, National Closing Solutions, NCS Exchange Professionals, Transnation Title Insurance Company, The Sterling Title Company and Ticor Title Insurance Company

We may collect nonpublic personal information about you from the following sources:

* Information we receive from you, such as on applications or other forms.
* Information about your transactions we secure from our files, our affiliates or others.
* Information we receive from a consumer reporting agency.
* Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

* Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
* Non-financial companies such as envelope stuffers and other fulfullment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

(1) The selling price is greater than $300,000.00
(2) The selling price is less than $300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

(1) The selling price is less than $300,000
and
(2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is $25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000.00), OR
2. The seller exceutes a written certificate, under the penalty of perjury, of any of the following:
   A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or

   B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or

   C. The seller has a loss or zero gain for California income tax purposes on this sale; or

   D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or

   E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or

   F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of Business in California; or

   G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or

   H. The seller is a tax-exempt entity under either California or federal law; or

   I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or

   J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or

   K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or

   L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental policy power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by thispolicy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditor's rights laws.

EXCEPTIONS FROM COVERAGE
SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: (a) building; (b) zoning; (c) land use; (d) improvements on Land; (e) Land division; (f) environmental protection
   This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless: (a) notice of exercising the right appears in the Public Records at the Policy Date; or (b) the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
4. Risks: (a) that are created, allowed, or agreed to by you, whether or not they appear in the Public Records; (b) that are known to you at the Policy Date, but not to us, unless they appear in the Public Records at the Policy Date; (c) that result in no loss to you; or (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
5. Failure to pay value for your Title.
6. Lack of a right: (a) to any Land outside the area specifically described and referred to in Paragraph 3 of Schedule A; and (b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 15:	1% of Policy Amount or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 16:	1% of Policy Amount or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 18:	1% of Policy Amount or $2,500.00 (whichever is less)	$ 5,000.00

3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   *Land use *Land division *Improvements on the land *Environmental protection
   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   * a notice of exercising the right appears in the public records on the policy date
   * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
   * that are created, allowed, or agreed to by you
   * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
   * that result in no loss to you
   * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   * to any land outside the area specifically described and referred to in Item 3 of Schedule A; or
   * in streets, alleys, or waterways that touch your land
   This exclusion does not limit the access coverage in Item 5 of Covered Risks.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT - FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insured the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditor's rights laws, that is based on:
(a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
(c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure: (i) to timely record the instrument of transfer; (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are now shown by the public records, but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other factors which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

5. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership

or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditor's rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (i) to timely record the instrument of transfer; or (ii) of such recordation to impart notice to a purchaser for value or judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10-13-01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the Land; (ii)

the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the public records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the public records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24 25 and 26); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the public records at Date of Policy.

NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of $30.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. **If you wish to have your funds placed in an interest bearing account (with an accompanying charge of $30.00), please mark below, sign and return this form to your escrow officer.** In addition, you must complete and return IRS Form W-9. If you do not not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

☐ PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF $30.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature	Social Security Number	Date
Signature	Social Security Number	Date

Recorded at the request of, and return to:

Easement Deed

RECORDED:

Grantor(s), hereby grant(s) to LAWLER RANCHES, a co-partnership; as to an undivided 1/2 interest; JOHN P. LAWLER, as to an undivided 1/6 interest; H. GLENN LAWLER, as to an undivided 1/6 interest; and TULE VISTA INVESTORS INC., a Calif. corporation, as to an undivided 1/6 interest; THE FAIRFIELD-SUISUN SEWER DISTRICT, a public corporation,

Grantee, an easement for the installation, construction, reconstruction, maintenance, repair and operation of a sewer trunk main and appurtenances, and work auxiliary thereto, in, over, across, and upon Parcel(s) 10, situate in the County of Solano, State of California, and more particularly described as follows:

Parcel 10

A permanent easement for sewer purposes in the County of Solano, State of California, across a parcel of land vested in Edna S. Lawler, as to an undivided 1/2 interest; John P. Lawler as to an undivided 1/6 interest; H. Glenn Lawler, as to an undivided 1/6 interest; and Elizabeth L. Ashley, as to an undivided 1/6 interest, said parcel being in Section 30, in Township 5 North, Range 1 West, M.D.B.&M., said easement described as follows, to wit:

A strip of land 15.00 feet in width, lying at various widths on each side of the following described line:

Commencing at a monument marking the intersection of Louisiana Street and Marina Boulevard, as said streets are shown on that certain map entitled, "Marina Village, Unit No. 1, Suisun City," etc., recorded in Book 21 of Maps at page 9, Official Records, on November 7, 1963 as Instrument No. 29683 in the office of the Solano County Recorder, Cal., thence North 89°46' West, 952.50 feet along the centerline of said Louisiana St. to the point of intersection of said centerline with the centerline of Mulberry St., thence North 77°19' 44" East, 4,106.60 feet to the TRUE POINT OF BEGINNING, said true point of beginning being also on the westerly boundary, North 1°50'34" East, 35.00 feet from the Southwest corner of the parcel of land hereinabove referred to, thence from said true point of beginning a strip of land 15.00 feet in width lying 10.00 feet Northerly and 5.00 feet Southerly of the following described line; South 87°45'34" East, 2,303.20 feet parallel to and 35.00 feet Northerly from the Southerly boundary of the parcel of land hereinabove referred to, thence North 89°13'36" East, 490.64 feet to a point that is North 87° 45'34" West, 5.00 feet from the Easterly boundary of the City of Suisun City, Calif., thence South 89°13'36" West, 10.00 feet; thence lying 10.00 feet Easterly and 5.00 feet Westerly of the following described line; North 2°14'26" East, 3,568.33 feet parallel to and 15.00 feet Westerly from the Easterly boundary of the City of Suisun City to a point that is North 57°40'55" East, 8,198.06 feet from the point of intersection of said centerlines of Louisiana and Mulberry Streets said point also being in the Northerly boundary of the parcel of land hereinabove referred to, said point being North 88°38' West, 15.00 feet from the Northeast corner of the City of Suisun City.

LAWLER RANCHES, a co-partnership.
By: [signature]
Its: Co-Partner
By: [signature]
Its: Co-Partner
[signature]
JOHN P. LAWLER

SEAL

TULE VISTA INVESTORS, INC., a California Corporation,
By: [signature] Its: President
By: [signature] Its: President
[signature]
H. GLENN LAWLER

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } ss.
On this 25th day of April, 19 66, before me, the undersigned, a Notary Public in and for the State of California, personally appeared JOHN P. LAWLER and H. GLENN LAWLER, known to me to be the person(s) whose name (is) (are) subscribed to the within instrument and acknowledged to me that (they) (he) (she) executed the same.

WITNESS my hand and official seal.

WILLIAM E. DOPKINS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

[signature]
WILLIAM E. DOPKINS
NAME (TYPED OR PRINTED)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Deed of Easement is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of said Fairfield-Suisun Sewer District, pursuant to authority conferred by resolution of the Governing Board, adopted on July 6, 19 65 and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ 19 66

John E. Lynch

WILSON, JONES, MORTON & LYNCH, Attorneys at Law
630 NORTH SAN MATEO DRIVE — P. O. BOX 152 — SAN MATEO, CALIFORNIA
TELEPHONE: 342-3323

CODE: sanitary sewer, storm drain or water mains. Non-corporate.

16339

RECORDED AT REQUEST OF
Juan Little
29 min. past 10 AM
JUN 13 1966
OFFICIAL RECORDS P.
SOLANO COUNTY, CALIF.
Raymond E. Russell
$ ___ PD. Recorder

1402 637

BOOK 1402 PAGE 638

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

City of Suisun City
City Hall
Suisun, CA. 94585

13297

Recorded At Request Of
City of Suisun City PG 21443
min. past
17 48
BOOK> APR 22 1976
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
Ronald Agnesse
$ PD. Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
Street Address
City & State

Same as above

Grant Deed

D.T.T.=

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

LAWLER RANCHES, a Partnership and TULE VISTA INVESTORS, INC., a California Corporation and JOHN P. LAWLER
hereby GRANT(S) to

CITY OF SUISUN CITY

the following described real property in the City of Suisun City
County of Solano, State of California:

An easement for water line purposes as described in "EXHIBIT A" attached hereto and made a part hereof.

Dated March 15, 1976

LAWLER RANCHES, a Partnership
By: Elizabeth L. Ashley
Elizabeth L. Ashley, General Partner

TULE VISTA INVESTORS, INC.,
a California Corporation
By: Elizabeth L. Ashley
Elizabeth L. Ashley, President

John P. Lawler by Elizabeth L. Ashley
JOHN P. LAWLER by Elizabeth L. Ashley,
his attorney-in-fact
E. Ashley
Attorney in fact

STATE OF CALIFORNIA
COUNTY OF } ss.
On before me, the undersigned, a Notary Public in and for said State, personally appeared

, known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.
WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

10-442 C
(Partnership)

PG 21444

(TI)

STATE OF CALIFORNIA }
COUNTY OF San Francisco } ss.

On March 15, 1976

before me, the undersigned, a Notary Public in and for said State, personally appeared

Elizabeth L. Ashley

known to me

to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Sally B. Hayo

SALLY B. HARJO
Name (Typed or Printed)

SALLY B. HARJO
NOTARY PUBLIC - CALIFORNIA
My Commission Expires June 14, 1977

(This area for official notarial seal)

STAPLE HERE

PC 21445 6267
2-27-76
FN

"EXHIBIT A"

DESCRIPTION

15.00' Water Line Easement thru Lands of Lawler Ranches
near the North Line of State Highway 12 to be
Granted to the City of Suisun City.

All that certain real property situate in the City of Suisun City, County of Solano, State of California being a strip of land of a uniform width of 15.00', the centerline of which is described as follows:

COMMENCING at the southwest corner of that certain map entitled "Record of Survey" filed in Book 11 of Surveys, at Page 5, Solano County Records, thence from said point of commencement along the westerly line of said map N 0°43'00" W 34.34'; thence leaving said line S 88°58'24" E 24.59' thence S 87°47'00" E 936.13'; thence S 87°54'00" E 290.00' to the TRUE POINT OF BEGINNING for the centerline to be described; thence from said true point of beginning S 87°54'00" E 188.66' to the westerly line of that certain parcel of land conveyed to Hofmann Construction Company a California Corporation, by deed recorded June 12, 1975 as Instrument No. 15139, Page No. 24060 Solano County Records and the terminus of the hereinbeing described strip.

Prepared by the Firm of
MacKay & Somps
Fairfield

TO 440 CA (5 73)
(Corporation)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF San Francisco } SS.

On March 15, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth L. Ashley, known to me to be the _____ President, ~~and~~ _____, ~~known to me to be~~ _____ ~~Secretary~~ of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Sally B Harjo

SALLY B HARJO
Name (Typed or Printed)

SALLY B. HARJO
NOTARY PUBLIC CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan. 13, 1977

(This area for official notarial seal)

STAPLE HERE

TO 444 C
(Attorney in Fact)

TI

STATE OF CALIFORNIA
COUNTY OF San Francisco } SS.

On March 15, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth L. Ashley, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of John P. Lawler, and acknowledged to me that she subscribed the name of John P. Lawler thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

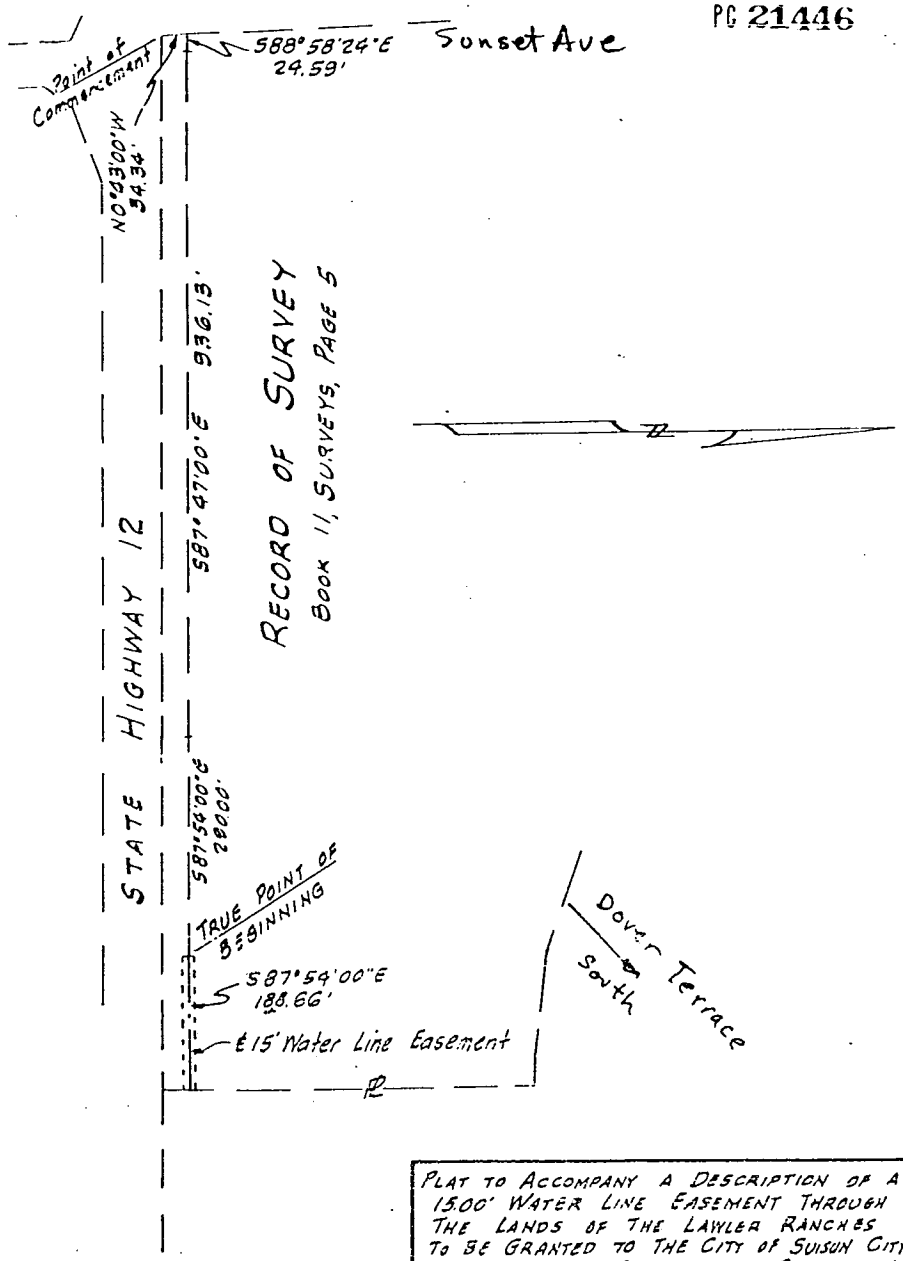
Signature Sally B Harjo

SALLY B HARJO
Name (Typed or Printed)

SALLY B. HARJO
NOTARY PUBLIC CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan. 13, 1977

(This area for official notarial seal)

STAPLE HERE



PLAT TO ACCOMPANY A DESCRIPTION OF A 15.00' WATER LINE EASEMENT THROUGH THE LANDS OF THE LAWLER RANCHES TO BE GRANTED TO THE CITY OF SUISUN CITY
CITY OF SUISUN CITY CALIFORNIA

MacKay & Somps
CIVIL ENGINEERS
2810 CHILES ROAD, SUITE E.
DAVIS, CALIFORNIA 95616 (916) 756-3345

SCALE 1" = 200'	DATE 2-27-76	JOB NO 6267

PRINTED ON DIEPO NO 1000H CLEARPRINT

RESOLUTION NO. 76-15

PG 21447

RESOLUTION ACCEPTING A DEED OF EASEMENT

WHEREAS, The City of Suisun City does intend to construct a water line on certain real property in the city owned by Lawler Ranches and Tule Vista Investors, Inc. and John P. Lawler; and

WHEREAS, the real property owners have deeded a permanent easement to the city for said purpose;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City as follows:

1. That the City Council does hereby accept that certain deed of a permanent easement for the purpose of acquiring, construction, completing reconstruction, repairing, maintaining and operating a water line. A copy of said deed is attached to this resolution and is incorporated herein as though fully set forth.

CERTIFICATION

I, PATRICIA A. REYNOLDS, City Clerk of the City of Suisun City and ex-officio of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly introduced, passed and adopted by the said City Council at a regular meeting thereof on Tuesday, the 30TH day of MARCH, 1976 by the following vote:

AYES: COUNCILMEN APPLETON, BARACOSA, COLLA, HENLEY, LEHNUS

NOES: COUNCILMEN NONE

ABSENT: COUNCILMEN NONE

WITNESS my hand and the seal of the said City this 30TH day of MARCH 1976.

Patricia A. Reynolds
CLERK

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name

Street Address

City & State

Recorded At Request Of City Suisun City PG 21448

at 18 min. past 48

BOOK> APR 2 2 1976

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

13298

Ronald J. Azevedo

$ PD. Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name

Street Address

City & State

Grant Deed

D.T.T. $

TO 405 CA (7-73)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Lawler Ranches, a Partnership, Tule Vista Investors, Inc., a California Corporation, John P. Lawler; and Betty Fuller Lawler as Executrix of the Estate of H. Glenn Lawler, Deceased
hereby GRANT(S) to

The City of Suisun, a Municipal Corporation

the following described real property in the City of Suisun
County of Solano, State of California:

Being a permanent easement 15 feet wide, for the installation and maintenance of water mains and appurtenances thereto lying 7.50 feet Northerly of and 7.50 feet Southerly of the following described line, also being a temporary working easement 30 feet wide, for the initial construction of said water main, lying 15 feet on each side of the following described line:

Beginning at a point on the westerly line of the lands of Lawler Ranches etal, as shown on Map of "Record of Survey" filed for record in Book 11 of Surveys at page 5, Solano County Records, said point bears North 0°43' West 34.34 feet from the Southwest corner of said map, thence easterly from said point of beginning South 88°58'24" East 24.59 feet; thence South 87°47' East 936.13 feet; thence South 87°54' East 290.00 feet to the terminous of the above described line.

Dated 7-17-74

Lawler Ranches by Elizabeth L. Ashley
Tule Vista Investors, Inc. by
Elizabeth L. Ashley, Pres.
John P. Lawler by Elizabeth L. Ashley, attorney in fact
Elizabeth L. Ashley
Betty F. Lawler executrix for the estate of H. Glenn Lawler

STATE OF CALIFORNIA
COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.
WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. 93726 Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PG 21449

STATE OF CALIFORNIA,
City and County of San Francisco } ss.

On this 17th day of July in the year one thousand nine hundred and 74 before me, Sally B. Harjo, a Notary Public, State of California, duly commissioned and sworn, personally appeared ELIZABETH L. ASHLEY and BETTY F. LAWLER

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Sally B Harjo
Notary Public, State of California.

My Commission Expires January 13, 1977

SALLY B. HARJO
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan. 13, 1977

FORM No. 32—General Acknowledgment.
Printed on Southworth's Parchment Deed
100% Cotton Fiber.

STATE OF CALIFORNIA,
City & County of San Francisco } ss.

On this 17th day of July in the year one thousand nine hundred and 74 before me, Sally B. Harjo, a Notary Public, State of California, duly commissioned and sworn, personally appeared ELIZABETH L. ASHLEY known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of LAWLER RANCHES and JOHN P. LAWLER

and acknowledged to me that she subscribed the names of LAWLER RANCHES and JOHN P. LAWLER thereto as principals, and her own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Sally B Harjo
Notary Public, State of California.

My Commission Expires January 13, 1977

SALLY B. HARJO
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan. 13, 1977

Cowdery's Form No. 24—Acknowledgment—Attorney in Fact.
(C. C. Sec. 1192)

(PRINTED 6/1/68) 8471-1200E

STATE OF CALIFORNIA
COUNTY OF San Francisco } ss.

On this 17th day of July in the year one thousand nine hundred and 74, before me, Sally B. Harjo, a Notary Public, State of California, duly commissioned and sworn, personally appeared ELIZABETH L. ASHLEY known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Sally B Harjo
Notary Public, State of California

SALLY B. HARJO
NOTARY PUBLIC CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan. 13, 1977

Cowdery's Form No. 28—Acknowledgment Corporation (C. C. Secs. 1190-1190.1)

Printed 5/72

RESOLUTION NO. 76-18

PG 21450

RESOLUTION ACCEPTING A DEED FOR AN EASEMENT

WHEREAS, The City of Suisun City does intend to construct sewer, water and/or storm drainage systems on certain real property in the city owned by Lawler Ranches, Tule Vista Investors, Inc., John P. Lawler, Betty Fuller Lawler as Executrix of the estate of H. Glenn Lawler, Deceased, and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City as follows:

1. That the City Council does hereby accept that certain deed of a permanent easement for the purpose of acquiring construction, completing, reconstruction, repairing, maintaining and operating sanitary sewer laterals and appurtenances, storm drains, catch basins, water lines, laterals and appurtenances, etc., normally placed in public rights of ways, and all public utilities allowed in public rights of ways of the City of Suisun City. A copy of said deed is attached to this resolution and is incorporated herein as though fully set forth.

CERTIFICATION

I, PATRICIA A. REYNOLDS, City Clerk of the City of Suisun City and ex-officio of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly introduced, passed and adopted by the said City Council at a regular meeting thereof on Tuesday, the 30th day of March, 1976, by the following vote:

AYES: COUNCILMEN APPLETON, BARACOSA, COLLA, HEMLER, LENNUS

NOES: COUNCILMEN NONE

ABSENT: COUNCILMEN NONE

WITNESS my hand and the seal of the said City this 30th day of March, 1976.

Patricia A. Reynolds
CLERK

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: City of Suisun City

Street Address

City State Zip

Recorded At Request Of City of Suisun City

PG: 5653

BOOK: JAN 28 1977

OFFICIAL RECORDS SOLANO COUNTY CALIF.

3316

PD. Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name

Street Address

City State Zip

TRANSFER TAX $

EASEMENT DEED

~~GRANT DEED~~

(PARTNERSHIP)

(Escrow No.)

By this instrument dated October 7, 1976, for a valuable consideration,

Lawler Ranches, a partnership

an easement

hereby GRANTS to

City of Suisun City, a municipal corporation

over the following described Real Property in the State of California, County of Solano

City of Suisun City

All that certain real property situate in the City of Suisun City, County of Solano, State of California being a strip of land of a uniform width of 10.00 feet, the centerline of which is described as follows:

BEGINNING at a point in the easterly line of Sunset Avenue, 58 ft wide, as shown on that certain map entitled "Cold Spring Harbor, Unit No. 1," filed in Book 29 of Maps at pages 30 & 31, Solano County Records, said point bears along said line S 0° 43' 00" E 919.42 ft from the northwest corner of Lot 1 as shown on said map; thence from said point of beginning N 89° 17' 00" E 27.00 ft; thence S 81° 07' 50" E 290.77 ft to a point 51.00 ft north of the north line of State Highway 12 as shown on said map; thence parallel with said north line S 87° 47' 00" E 907.11 ft; thence along a tangent curve to the left having a radius of 135.00 ft, thru a central angle of 33° 05' 12" for an arc length of 77.96 ft to a point of reverse curvature; thence along a tangent curve to the right having a radius of 135.00 ft, thru a central angle of 32° 03' 37" for an arc length of 75.54 ft; thence S 88° 46' 35" E 15.00 ft to the easterly line of said Lot 1 and the terminus of the hereinbeing described strip.

Lawler Ranches, a partnership

Elizabeth L. Ashley

STATE OF CALIFORNIA
COUNTY OF San Francisco } SS.

On October 19, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ELIZABETH L. ASHLEY known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Notary's Signature George R. Dirkes

GEORGE R. DIRKES
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires June 11, 1979

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Form No. 342 Revised 9-67

Description: Solano,CA Document-Year.DocID 1977.3316 Page: 1 of 2
Order: HUIOL Comment:

PG 5654

RESOLUTION NO. 76-79

RESOLUTION ACCEPTING A DEED OF EASEMENT

WHEREAS, THE CITY OF SUISUN CITY DOES REQUIRE EASEMENT FOR STORM DRAINAGE PURPOSES FOR DOVER SOUTH SUBDIVISION ON CERTAIN REAL PROPERTY IN THE CITY OWNED BY LAWLER RANCHES, A PARTNERSHIP; AND

WHEREAS, THE REAL PROPERTY OWNERS HAVE DEEDED AN EASEMENT TO THE CITY FOR SAID PURPOSE;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:

1. THAT THE CITY COUNCIL DOES HEREBY ACCEPT THAT CERTAIN DEED OF EASEMENT FOR THE PURPOSE OF BUILDING AND MAINTAINING A STORM DRAINAGE LINE TO SERVICE THE DOVER SOUTH SUBDIVISION. A COPY OF SAID DEED IS ATTACHED TO THIS RESOLUTION AND IS INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.
2. THE CITY ADMINISTRATOR IS DIRECTED TO HAVE SAID EASEMENT RECORDED.

CERTIFICATION

I, PATRICIA A. REYNOLDS, CITY CLERK OF THE CITY OF SUISUN CITY, AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF SAID CITY, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A FULL, TRUE AND CORRECT COPY OF A RESOLUTION DULY INTRODUCED, PASSED AND ADOPTED BY THE SAID CITY COUNCIL AT A REGULAR MEETING THEREOF ON TUESDAY, THE 21ST DAY OF DECEMBER, 1976, BY THE FOLLOWING VOTE:

AYES: COUNCILMEN APPLETON, BARACOSA, COLLA, HEMLER, LEHNUS

NOES: COUNCILMEN NONE

ABSENT: COUNCILMEN NONE

Patricia A. Reynolds
CITY CLERK

Description: Solano,CA Document-Year.DocID 1977.3316 Page: 2 of 2
Order: HUIOL Comment:

Description: Solano,CA Parcel Map 19.15 Page: 1 of 2
Order: HUIOL Comment:

19-15

Pg 15

PARCEL MAP 1610 - 108
FOR
SUNSET SHOPPING CENTER

A DIVISION OF PARCEL
I AS SHOWN ON MAP
OF COLD SPRING HARBOR
UNIT I BK. 29 PG. 31

CITY OF SUISUN CITY, CALIFORNIA

OWNER'S CERTIFICATE

THE UNDERSIGNED DO HEREBY CERTIFY THAT THEY ARE THE ONLY ENTITIES HAVING ANY RECORD TITLE IN ALL THE LAND DELINEATED WITHIN THE DISTINCTIVE BORDER OF THIS MAP, CONSISTING OF 2 SHEETS OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP FOR SUNSET SHOPPING CENTER, CITY OF SUISUN CITY, SOLANO COUNTY, CALIFORNIA," THIS SHEET BEING UPON SHEET ONE (1) THEREOF AND HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

THE UNDERSIGNED HEREBY DEDICATE TO THE CITY OF SUISUN CITY FOR PUBLIC USE, PARCEL A; AND DEDICATE TO PARCELS 1, 2, 3, AND 4, EASEMENTS A, B, AND C FOR ACCESS AND EGRESS, AS SHOWN HEREON.

IN WITNESS THEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS 25th DAY OF September, 1979.

James C. Belda James D. Graham
SOLANO INVESTORS

Robert Hughes
ROBERT HUGHES
ASSISTANT VICE PRESIDENT
SAFECO TITLE INSURANCE CO.
TRUSTEE, (BK. 1977 PG 41104 O.R.)

NOTARY PUBLIC'S CERTIFICATE

STATE OF CALIFORNIA } SS.
COUNTY OF Solano }

ON THIS 25th DAY OF Sept., 1979, BEFORE ME, Carmen E. Larson, A NOTARY PUBLIC, STATE OF CALIFORNIA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED James C. Belda III ~ James D. Graham, KNOWN TO ME TO BE A PARTNER OF SOLANO INVESTORS THAT EXECUTED THE WITHIN INSTRUMENT, ON BEHALF OF THE PARTNERSHIP THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

IN WITNESS WHEREIN, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY OF Solano THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Carmen E. Larson
NOTARY PUBLIC IN AND FOR THE COUNTY OF Solano, STATE OF CALIFORNIA

CARMEN E. LARSON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN SOLANO COUNTY
My Commission Expires June 15, 1983

MY COMMISSION EXPIRES June 22, 1983

CITY PLANNING COMMISSON'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND IT IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP APPROVED BY THE PLANNING COMMISSION, ON 8/28/79 BY RESOLUTION NO. 79-86, AND ALL CONDITIONS IMPOSED THEREON.

DATE: 5 Oct 79

SECRETARY OF THE PLANNING COMMISSION, CITY OF SUISUN CITY, SOLANO COUNTY, CALIFORNIA

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS MAP IS THE MONUMENT LINE ON SUNSET AVENUE, AS SHOWN ON THE MAP OF COLD SPRING HARBOR UNIT 1, AS RECORDED IN BOOK 29 AT PAGE 30 OF MAPS, O.R. SOLANO COUNTY, STATE OF CALIFORNIA.

CONSTRUCTION REQUIREMENT CERTIFICATE

I CERTIFY THAT THOSE ON-SITE AND OFF-SITE IMPROVEMENTS FOR THE PARCEL OR PARCELS BEING CREATED BY THIS MAP AND LISTED ON THAT INSTRUMENT RECORDED IN BOOK 1979, PAGE 77562 OF THE RECORDS OF SOLANO COUNTY WERE REQUIRED BY THE CITY OF SUISUN CITY AND CONSTRUCTION OF SAID IMPROVEMENT WAS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OR OTHER GRANT OF APPROVAL FOR THE DEVELOPMENT OF SAID PARCEL OR PARCELS. SAID IMPROVEMENTS ARE ALL TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD PLANS AND DESIGNS THEREFORE ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF SUISUN CITY.

CITY ENGINEER

DIRECTOR OF PUBLIC WORKS

NOTARY PUBLIC'S CERTIFICATE

STATE OF CALIFORNIA } SS.
COUNTY OF Solano }

ON THIS 28TH DAY OF SEPTEMBER, 1979, BEFORE ME, A. M. STREIT, A NOTARY PUBLIC, STATE OF CALIFORNIA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED ROBERT HUGHES, KNOWN TO ME TO BE THE ASST. VICE PRES. THAT EXECUTED THE WITHIN INSTRUMENT, ON BEHALF OF THE SAFECO TITLE INSURANCE CO. THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREIN, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY OF SOLANO THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE COUNTY OF SOLANO, STATE OF CALIFORNIA

OFFICIAL SEAL
A. M. STREIT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN SOLANO COUNTY
My Commission Expires June 6, 1983

MY COMMISSION EXPIRES JUNE 6, 1983

ENGINEER'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SOLANO INVESTORS ON APRIL 4, 1979. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

LARRY R. TURL, R.C.E. No. 17795 10/2/79
DATE

CITY ENGINEER'S CERTIFICATE

I, John S. Jones, ACTING CITY ENGINEER OF THE CITY OF SUISUN CITY, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT SAID FINAL MAP IS TECHNICALLY CORRECT.

CITY ENGINEER, CITY OF SUISUN CITY, SOLANO COUNTY, CALIFORNIA Oct 4 1979
DATE

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS DULY ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY ON THE 2nd DAY OF OCTOBER, 1979, BY RESOLUTION NO. 79-51, AND THAT THE CITY CLERK WAS DULY AUTHORIZED AND DIRECTED TO ENDORSE THEREON ITS APPROVAL OF THE SAME, AND ITS ACCEPTANCE OF THE DEDICATIONS AS SHOWN THEREON.

CITY CLERK OF THE CITY OF SUISUN CITY OCTOBER 5, 1979
DATE

51885
51885

COUNTY RECORDER'S CERTIFICATE

THIS MAP IS HEREBY ACCEPTED FOR FILING AND IS FILED AT THE REQUEST OF SAFECO Title Ins. Co ON THE 11th DAY OF OCTOBER, 1979 AT 8:30 A.M., IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, IN BOOK 19 OF MAPS, AT PAGE(S) 15.

COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA BY:
DEPUTY

Description: Solano,CA Parcel Map 19.15 Page: 2 of 2
Order: HUIOL Comment:

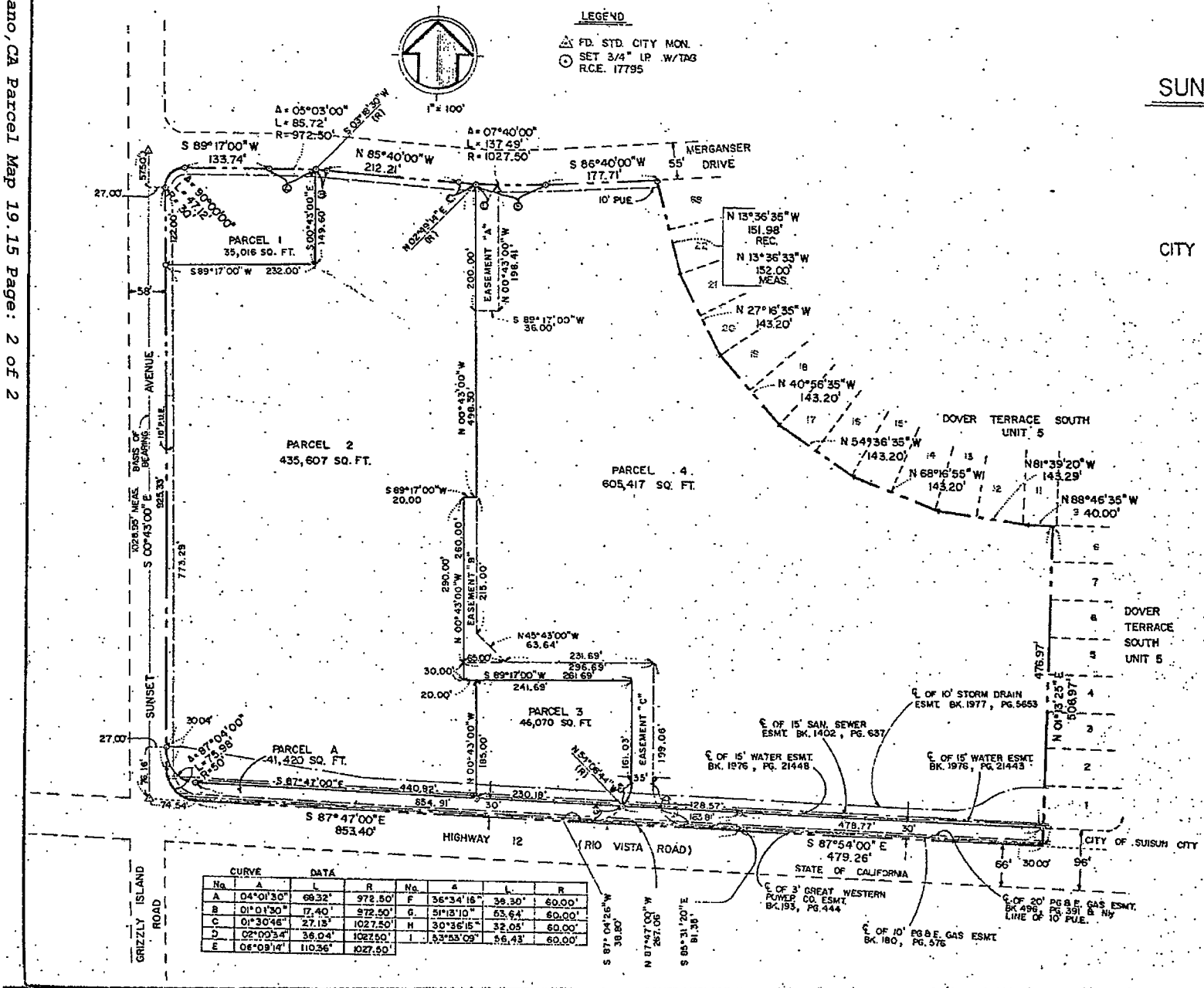
19.16

Pg. 1

PARCEL MAP 1610-108 FOR SUNSET SHOPPING CENTER

A DIVISION OF PARCEL I AS SHOWN ON MAP OF COLD SPRING HARBOR UNIT I BK. 29 PG. 31

CITY OF SUISUN CITY, CALIFORNIA



CURVE DATA

No.	Δ	L	R	No.	Δ	L	R
A	04°01'30"	69.32'	972.50'	F	36°34'16"	38.30'	60.00'
B	01°01'30"	17.40'	972.50'	G	51°13'10"	53.64'	60.00'
C	01°30'46"	27.13'	1027.50'	H	30°36'15"	32.05'	60.00'
D	02°00'34"	36.04'	1027.50'	I	53°53'09"	56.43'	60.00'
E	06°09'14"	110.36'	1027.50'				

WHEN RECORDED MAIL TO:
Sunset Associates
c/o Cypress Properties
3000 Sand Hill Road
Menlo Park, Ca. 94025

PG 94395

Recorded At Request Of
INFECO TITLE INSURANCE COMPANY
8:30 A.M.
BOOK NOV 1 1979
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
$ Pd. Recorder

56053

DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS, is made as of the 18th day of October, 1979, by SOLANO INVESTORS, a California general partnership, hereinafter referred to as "Declarant." This instrument is, for convenience, hereinafter referred to as a "Declaration."

P R E L I M I N A R Y :

1. Declarant is the owner of certain real property situate in the City of Suisun City, County of Solano, State of California. Said real property is described in Exhibit A, attached hereto and incorporated herein by reference, is, as evidenced in said Exhibit A, divided into four (4) parcels hereinafter individually referred to as "Parcel 1," "Parcel 2," "Parcel 3," and "Parcel 4." Portions of Parcel 4 are described in Exhibit B, attached hereto and incorporated herein by reference and said portions are designated in Exhibit B and are hereinafter referred to as "Easement A," "Easement B," and "Easement C." A plot plan showing Parcels 1, 2, 3 and 4 and Easements A, B and C is attached hereto as Exhibit C and incorporated herein by reference.

2. Declarant plans to develop and plan for the development of Parcels 1, 2 and 3 and Easements A, B and C as an integrated retail sales area for the mutual benefit of all real property in Parcels 1, 2 and 3 and Easements A, B and C, and for such purposes does hereby fix and establish easements, covenants, restrictions, liens and charges (hereinafter collectively referred to as "Restrictions"), upon and subject to which all of said Parcels 1, 2, 3 and 4 and Easements A, B and C, or any part thereof shall be improved, held, leased, sold and/or conveyed. Such Restrictions shall run with the land and inure and pass with said

8/14/79

Description: Solano,CA Document-Year.DocID 1979.56053 Page: 1 of 19
Order: suisun Comment:

property and shall apply to and bind the respective successors in interest thereof, and all and each thereof is imposed upon said property as a mutual equitable servitude in favor of said property and any portion thereof.

DEVELOPMENT OF PARCELS 1, 2 AND 3

1. For the purposes of this Declaration all of the area within Parcels 1, 2 and 3 to be used in common shall be referred to as "Common Area," and said Common Area effectively includes all areas within Parcels 1, 2 and 3 not utilized as "Building Areas."

2. (a) (i) No building shall be constructed on Parcel 1 except within the building limit lines shown on Exhibit C hereto, or which contains more than six thousand (6,000) square feet of floor area, and/or is greater than twenty-four (24) feet in height. The portion of Parcel 1 not devoted to building shall be developed as Common Area in a manner so as to integrate the Common Area on Parcel 1 into the Common Area on Parcel 2.

(ii) No building shall be constructed on Parcel 2 except within the building limit lines shown on Exhibit C hereto, and the total floor area of all buildings built on Parcel 2 shall not exceed one hundred eight thousand eight hundred ninety-eight (108,898) square feet; provided, however, that the five thousand six hundred (5,600) square foot portion labelled "Expansion Area" of the area within the building limit lines on Parcel 2 shown as single-hatched on Exhibit C hereto shall not be included in determining the total floor area of all buildings on Parcel 2 so long as the building or portion of a building located in said "Expansion Area" is no more than one (1) story in height. The Common Area located on Parcel 2 shall be developed substantially as shown on Exhibit C hereto, except that those portions of the areas within

Description: Solano,CA Document-Year.DocID 1979.56053 Page: 2 of 19
Order: suisun Comment:

the building limit lines on Parcel 2 not utilized for buildings shall be developed as Common Area in a manner so as to integrate the Common Area so developed into the Common Area on Parcel 2 and/or on Parcel 3, as applicable.

(iii) No building shall be constructed on Parcel 3 except within the building limit lines shown on Exhibit C hereto, or which contains more than nine thousand five hundred (9,500) square feet of floor area. The portion of Parcel 3 not devoted to a building shall be developed as Common Area in a manner so as to integrate the Common Area on Parcel 3 into the Common Area on Parcel 2.

(b) No building or structure of any kind shall be erected on any portion of Parcels 1, 2 or 3 except within the building limit lines shown on Exhibit C hereto; provided that there may be constructed and maintained upon or over the Common Area of Parcels 1, 2 and 3 a canopy or canopies projecting from said building limit lines; normal foundations and doors for ingress and egress may project from said building limit lines; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner, or owner's tenant of Parcels 1, 2 and/or 3. No signs other than the signs provided for hereinabove, directional signs for guidance upon the parking and driveway area, and signs at the locations shown on Exhibit C hereto, shall be erected or maintained upon the Common Area or projecting from the building limit lines on Parcels 1, 2 and/or 3, except such as obtain the written approval of the owners of Parcels 1, 2 and 3 and the occupants of the areas within the building limit lines on Parcel 2 shown as cross-hatched and single-hatched on Exhibit C hereto.

3. All buildings constructed in Parcels 1, 2 and 3

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shall either be equipped with such automatic sprinkler systems as meet all of the standards of the Fire Insurance Rating Authority (or other similar organization having jurisdiction) or shall be constructed in such a manner so that the buildings located within the building limit lines on Parcel 2 at the locations shown as cross-hatched and single-hatched on Exhibit C hereto may be fire rated as separate and distinct units from any other building built on Parcels 1, 2 and/or 3.

DEVELOPMENT OF PARCEL 4

1. All buildings constructed on Parcel 4 shall be constructed in such a manner so that the buildings located on Parcel 2 may be fire rated as separate and distinct units from any building built on Parcel 4.

2. The portions of Parcel 4 described in Exhibit B hereto and identified as Easements A, B and C on Exhibit C hereto shall be developed only as shown on Exhibit C hereto, and in no event shall any development of Parcel 4 in any manner affect, modify, revise, or impede use of Easements A, B and C for driveway purposes; provided, however, that Easement B may be modified, revised or impeded if the owner of Parcel 4 shall provide an alternate unimpeded easement area over Parcel 4 which shall be approved in writing by the owner of Parcel 2, the occupant of the area within the building limit lines on Parcel 2 shown as cross-hatched on Exhibit C hereto, and the occupant of the area within the building limit lines on Parcel 2 shown as single-hatched on Exhibit C hereto, each in their sole discretion.

SHOPPING CENTER EASEMENTS

1. Declarant does hereby establish in favor of and grant to the owners and occupants of Parcels 1, 2 and 3, their customers and invitees, nonexclusive easements for the ingress and

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egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas from time to time established within Parcels 1, 2 and 3 as provided in Exhibit C hereto so that all of said Parcels may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

2. Declarant does hereby establish in favor of and grant to the owners and occupants of Parcels 1, 2 and 3, their customers and invitees, nonexclusive easements for the ingress and egress and passage for pedestrians into, out of, on, over and across the Common Area from time to time established within Parcels 1, 2 and 3 as provided in Exhibit C hereto so that all of said Parcels may be used as an integrated area by the owners and occupants thereof and their customers and invitees.

3. Declarant does hereby establish in favor of and grant to the owners of Parcels 1, 2 and 3 nonexclusive easements under, through and across the Common Area located on said Parcels for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains and other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities instrumentalities shall be installed and maintained wherever possible below the ground level or surface of such easements.

4. Declarant does hereby establish in favor of and grant to the owners and occupants of Parcels 1, 2 and 3, their customers and invitees, nonexclusive easements for the ingress and egress and passage of motor vehicles and pedestrians into, out of, on, over and across Easements A, B and C.

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OPERATION AND MAINTENANCE
OF COMMON AREA

1. Areas to be used for motor vehicle parking purposes by employees of occupants of Parcels 1, 2 and 3 may be designated within Parcels 1, 2 and 3 from time to time by all the owners of Parcels 1, 2 and 3 and the occupants of the areas within the building limit lines on Parcel 2 shown as cross-hatched and single-hatched on Exhibit C hereto. No owner, employee of any owner, lessee or other occupant of any part of Parcels 1, 2, 3 and/or 4 shall use any portion of the Common Area located on Parcels 1, 2 and 3 for motor vehicle parking purposes except such area or areas as may be designated in writing for such purposes as provided for herein.

2. All owners of any portion of Parcels 1, 2, 3 and 4 shall pay before delinquency all taxes and assessments on the real property and improvements owned by them.

3. (a) Each owner of any portion of Parcels 1, 2 and 3 shall operate and maintain, or cause to be operated and maintained, the Common Area located within the portion owned by such owner and shall keep the same, or cause the same to be kept, in good condition and repair with adequate lighting and shall maintain the surface areas thereof in a level and smooth condition, evenly covered with the type of surfacing material originally installed thereon, and shall keep the surface thereof free of ice and snow, or shall cause the same thus to be maintained. Each of said owners shall obtain and maintain general public liability insurance insuring all persons who now or hereafter own or hold portions of Parcels 1, 2 and/or 3 or any leasehold estate or other interest therein as their respective interests may appear, provided that such owner is notified in writing of such interest

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against claims for personal injury, death or property damage occurring in, upon, or about the Common Area located thereon. Such insurance shall be written with an insurer licensed to do business in the State of California. The limits of liability of all such insurance shall be at least $300,000 for injury to or death of any one person, $500,000 for injury to or death of more than one person in one occurrence, and $100,000 with respect to damage to property. Each owner shall cause to be issued certificates of insurance to each of the other fee owners of Parcels 1, 2 and 3, and to the occupants of the areas within the building limit lines on Parcel 2 shown as cross-hatched and single-hatched on Exhibit C hereto, which certificates shall provide that such insurance shall not be cancelled or amended without ten (10) days prior written notice to each of such parties.

(b) The owner of Parcel 2 shall operate and maintain Easements A, B and C and shall carry insurance relating to Easements A, B and C as required with respect to Parcels 1, 2 and 3 pursuant to Paragraph 3(a) above.

4. Until such time as improvements are constructed on any portion of Parcels 1, 2 and/or 3 the owner of such unimproved area shall at such owner's own cost and expense take such measures as may be necessary to control weeds, blowing dirt and sand, etc., with respect to said undeveloped area.

5. If any owner shall fail to pay said taxes and assessments before delinquency as required in Paragraph 2 above, to so maintain said Common Area and/or Easements A, B and C, to provide such insurance or to comply with the provisions of Paragraph 4 above and shall continue to fail to do so for the period of fifteen (15) days after receipt of written notice of such failure from any other owner of Parcels 1, 2 and/or 3 or from the

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occupant of either of the areas within the building limit lines on Parcel 2 shown as cross-hatched and single-hatched on Exhibit C hereto, then the owner or the tenant who has given said notice may do so, and the curing owner or tenant may then bill the defaulting owner for the reasonable expense incurred. If the defaulting owner shall not pay said bill within fifteen (15) days, the curing owner or tenant shall have a lien on the property of the defaulting owner for the amount of said bill, which amount shall bear interest at the rate of ten percent (10%) per annum until paid.

RESTRICTIONS ON USE

1. No portion of Parcels 1, 2 and/or 3 other than the area within the building limit lines on Parcel 2 shown as cross-hatched on Exhibit C hereto shall be occupied or used, directly or indirectly, for the purposes of a general food market or a grocery store, meat market, fish market, fruit store, vegetable store, delicatessen, liquor store (selling beer, wine or distilled spirits), or any combination thereof; provided, however, that: (a) the foregoing shall not prohibit one (1) delicatessen on Parcel 2 as long as it does not sell or offer for sale more than one hundred (100) lineal feet of individual shelf space of general grocery items; (b) the foregoing shall not prohibit the existence of one (1) general off-sale alcoholic beverage license for the area within the building limit lines on Parcel 2 shown as single-hatched on Exhibit C hereto, or one (1) general off-sale alcoholic beverage license on Parcel 2 in addition to those for the area within the building limit lines on Parcel 2 shown as cross-hatched on Exhibit C hereto and the area within the building limit lines on Parcel 2 shown as single-hatched on Exhibit C hereto, or the sale of beer and wine by the above referenced delicatessen; (c) the foregoing shall not

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prohibit the sale or offering for sale of food items and beer and wine in a single area not greater than one thousand (1,000) square feet in size in the building located on Parcel 3 so long as the sale or offering for sale of said food items and beer and wine is an ancillary part of a business other than a business selling food items and/or beer and wine; and (d) the foregoing shall not be deemed to apply to, nor to include in its terms, a Thrifty Drug and/or Discount Store (being a superdrug and/or discount store operated by Thrifty Corporation, a California corporation, its sublessees, assignees, or successors, selling items customarily sold by other stores of said Thrifty Corporation, or its corporate successor) or to apply to any other tenant operating a drug store in the area within the building limit lines on Parcel 2 shown as single-hatched on Exhibit C hereto upon the condition that it or they continue to conduct a typical superdrug and/or discount store business and as long as such items as are customarily sold by it or them do not include fresh or frozen meat, fresh or frozen fish, fresh or frozen vegetables, or fresh fruits. The provisions of this Paragraph 1 shall be effective only if a general food market or grocery store is opened on Parcel 2 within four (4) years of the date of the recordation hereof and shall be effective thereafter only so long as a general food market or grocery store business is conducted on Parcel 2 without an interruption of such conduct for more than four hundred (400) consecutive days; provided, however, that said four hundred (400) day period shall be extended by the number of days during which the operator of said business is prevented from conducting said business by causes beyond said operator's control.

2. No portion of Parcel 4 shall be occupied or used, directly or indirectly, for the purpose of a general food market

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or grocery store for the period of ten (10) years from the date of the recordation hereof; provided, however, after the expiration of three (3) years from the date of the recordation hereof, a total of three thousand (3,000) square feet of floor area on Parcel 4 may be devoted to the sale of general food items. The provisions of this Paragraph 2 shall be effective only if a general food market or grocery store is opened on Parcel 2 within four (4) years of the date of the recordation hereof and shall be effective thereafter only so long as a general food market or grocery store business is conducted on Parcel 2 without an interruption of such conduct for more than four hundred (400) consecutive days.

3. No portion of Parcels 1, 2 and/or 3 other than the area within the building limit lines on Parcel 2 shown as single-hatched on Exhibit C hereto shall be occupied or used, directly or indirectly for the sale or offering for sale of items the sale or offering for sale of which requires the presence of a licensed pharmacist. The provisions of this Paragraph 3 shall be effective only if a business selling or offering for sale items the sale or offering for sale of which requires the presence of a licensed pharmacist is opened on Parcel 2 within four (4) years of the date of the recordation hereof and shall be effective thereafter only so long as a business selling or offering for sale items the sale or offering for sale of which requires the presence of a licensed pharmacist is conducted on Parcel 2 without an interruption of such conduct for more than four hundred (400) consecutive days; provided, however, that said four hundred (400) day period shall be extended by the number of days during which the operator of said business is prevented from conducting said business by causes beyond said operator's control.

4. No portion of Parcel 4 shall be occupied or used,

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directly or indirectly, for the purpose of a drug store in excess of eight thousand (8,000) square feet of floor area in size for the period of ten (10) years from the date of the recordation hereof. The provisions of this Paragraph 4 shall be effective only if a Thrifty Drug and Discount Store is opened on Parcel 2 within four (4) years of the date of the recordation hereof and shall be effective thereafter only so long as a Thrifty Drug and Discount Store business is conducted on Parcel 2 without an interruption of such conduct for more than four hundred (400) consecutive days.

5. No portion of Parcels 1, 2 and/or 3 shall be occupied or used, directly or indirectly, for the purposes of an entertainment or recreational facility or a training or educational facility. As used herein, "entertainment or recreational facility" includes, but is not limited to, a bowling alley, skating rink, racquetball court, theater, billiard room, massage parlor, or gymnasium or other place of public amusement; and "training or educational facility" includes, but is not limited to, a beauty school, barber college, place of instruction, or any other operation catering primarily to students or trainees rather than to customers, it being the intent of this provision that the parking and other common facilities should not be burdened by either large scale or protracted use by customers of occupants of Parcels 1, 2 and/or 3.

GENERAL PROVISIONS

1. COVENANTS RUN WITH THE LAND. Each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all portions of Parcels 1, 2, 3 and, as applicable, Parcel 4, and shall be a burden thereon for the benefit

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of all portions of Parcels 1, 2, 3 and, as applicable, Parcel 4, and shall run with the land.

This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon Declarant and its successors, transferees and assigns; provided, however, that if any owner sells any portion or all of its interest in Parcels 1, 2, 3 and/or 4 and obtains from the purchaser thereof an agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, the vendor shall thereupon be released and discharged from any and all further obligations under this Declaration as such owner in connection with the property sold by it.

2. DURATION. Except as otherwise provided herein, each easement shall be in perpetuity, and each setback line, covenant, restriction and undertaking of this document shall be for the term of eighty (80) years from the date hereof.

3. INJUNCTIVE RELIEF. In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of Parcels 1, 2, 3 and/or 4 of any of the terms, covenants, restrictions and conditions contained herein, in addition to the other remedies herein provided, any or all of the owners of the property included within Parcels 1, 2, 3 and/or 4 and either or both of the occupants of the areas within the building limit lines on Parcel 2 shown as cross-hatched and single-hatched on Exhibit C hereto shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

4. MODIFICATION PROVISION. This Declaration may not be modified in any respect whatsoever, or rescinded, in whole or

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in part, with respect to Parcels 1, 2 and/or 3 except with the consent of one hundred percent (100%) of the owners of Parcels 1, 2 and/or 3, plus the occupants of the areas within the building limit lines on Parcel 2 shown as cross-hatched and single-hatched on Exhibit C hereto at the time of such modification or rescission. This Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, with respect to Parcel 4, except with the consent of one hundred percent (100%) of the owners of Parcels 2 and 4, plus the occupants of the areas within the building limit lines on Parcel 2 shown as cross-hatched and single-hatched on Exhibit C hereto at the time of such modification or rescission. Any such modification or rescission shall be only by a written instrument duly executed and acknowledged by the requisite owners and occupants, duly recorded in the Office of the Recorder of Solano County.

5. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Parcels 1, 2, 3 and/or 4 to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

6. BREACH SHALL NOT PERMIT TERMINATION. No breach of this Declaration shall entitle any owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such owner, or any tenant, may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effec-

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tive against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

7. SEVERABILITY. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

8. SUBSEQUENT CONVEYANCES. All conveyances of all or any portion of Parcels 1, 2, 3 and/or 4 subsequent to the date hereof shall recite that they are subject and subordinate to the terms and provisions hereof.

9. ENFORCEMENT OF LIEN. The liens provided for in "Operation and Maintenance of Common Area" hereinabove may be filed for record by the party entitled thereto as a claim of lien against the defaulting owner in the Office of the County Recorder of Solano County, signed and verified, which shall contain at least:

(a) A statement of the unpaid amount of costs and expenses;

(b) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and

(c) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

Such lien, when so established against the real property described in said lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing of such

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lien. Such lien shall be for the use and benefit of the person filing same, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

10. OWNERSHIP OF SHOPPING CENTER. The ownership of Parcels 1, 2, 3 and 4 by the same party shall not effect the termination of this Declaration.

11. LIMITATION ON APPROVAL RIGHTS. The provisions hereof which give to certain occupants of Parcel 2 rights of approval (other than those given pursuant to the provisions of "Development of Parcel 4," Paragraph 2) or rights to cure defaults or the right to be named as additional insureds shall be effective (as to the occupant of the area within the building limit lines on Parcel 2 shown as cross-hatched on Exhibit C hereto) only so long as the first lease of said cross-hatched area, as it may be extended, or a new lease other than said first lease but with the first occupant of said cross-hatched area is in effect and shall be effective (as to the occupant of the area within the building limit lines on Parcel 2 shown as single-hatched on Exhibit C hereto) only so long as the first lease of said single-hatched area, as it may be extended, or a new lease other than said first lease but with the first occupant of said single-hatched area is in effect.

12. NOTICES. Any notices required to or desired to be given hereunder shall be in writing. Such notice shall be given by mailing the same by United States mail, registered or certified, postage prepaid, and addressed to the party to whom such notice is to be given at the address supplied by said party to the other owners of Parcels 1, 2, 3 and/or 4. Any such notice shall be deemed complete upon receipt. Declarant's address for notices

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is 2220 Boynton, Suite A, Fairfield, CA 94533. Within ten (10) days of obtaining fee title to any portion of Parcels 1, 2, 3 and/or 4, the party so obtaining title shall provide in writing to each other owner of Parcels 1, 2, 3 and/or 4 by notice given in the manner set forth herein notice of such new owner's address for the purposes of this Paragraph 12.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year first hereinabove set forth.

SOLANO INVESTORS,
a California general partnership

By [signature]

By [signature]
"Declarant"

(To Be Notarially Acknowledged)

STATE OF CALIFORNIA,
County of Solano } ss.

On this 10th day of October in the year one thousand nine hundred and seventy-nine before me, Georgia L. Mitchum, a Notary Public, State of California, duly commissioned and sworn, personally appeared James C. Belda III and James D. Graham

known to me to be ~~one of~~ the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of Solano the day and year in this certificate first above written.

[signature]
Notary Public, State of California.

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28 1983

My Commission Expires June 28, 1983

Cowdery's Form No. 29—(Acknowledgment—Partnership)
(C. C. Sec. 1189) PTD 12/74

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LEGAL DESCRIPTION

ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1 OF PARCEL MAP 1610-108, FILED FOR RECORD OCTOBER 12, 1979 IN BOOK 19 OF PARCEL MAPS, AT PAGE 15, OFFICIAL RECORDS OF SOLANO COUNTY.

PARCEL 2:

PARCEL 2 OF PARCEL MAP 1610-108, FILED FOR RECORD OCTOBER 12, 1979 IN BOOK 19 OF PARCEL MAPS, AT PAGE 15, OFFICIAL RECORDS OF SOLANO COUNTY.

PARCEL 3:

PARCEL 3 OF PARCEL MAP 1610-108, FILED FOR RECORD OCTOBER 12, 1979 IN BOOK 19 OF PARCEL MAPS, AT PAGE 15, OFFICIAL RECORDS OF SOLANO COUNTY.

PARCEL 4:

PARCEL 4 OF PARCEL MAP 1610-108, FILED FOR RECORD OCTOBER 12, 1979 IN BOOK 19 OF PARCEL MAPS, AT PAGE 15, OFFICIAL RECORDS OF SOLANO COUNTY.

INTS.

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LEGAL DESCRIPTION

ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EASEMENT A:

EASEMENT A SHOWN AS A PART OF PARCEL 4 OF PARCEL MAP 1610-108, FILED FOR RECORD OCTOBER 12, 1979, IN BOOK 19 OF PARCEL MAPS, AT PAGE 15, OFFICIAL RECORDS OF SOLANO COUNTY.

EASEMENT B:

EASEMENT B SHOWN AS A PART OF PARCEL 4 OF PARCEL MAP 1610-108, FILED FOR RECORD OCTOBER 12, 1979, IN BOOK 19 OF PARCEL MAPS, AT PAGE 15, OFFICIAL RECORDS OF SOLANO COUNTY.

EASEMENT C:

EASEMENT C SHOWN AS A PART OF PARCEL 4 OF PARCEL MAP 1610-108, FILED FOR RECORD OCTOBER 12, 1979, IN BOOK 19 OF PARCEL MAPS, AT PAGE 15, OFFICIAL RECORDS OF SOLANO COUNTY.

INTS.

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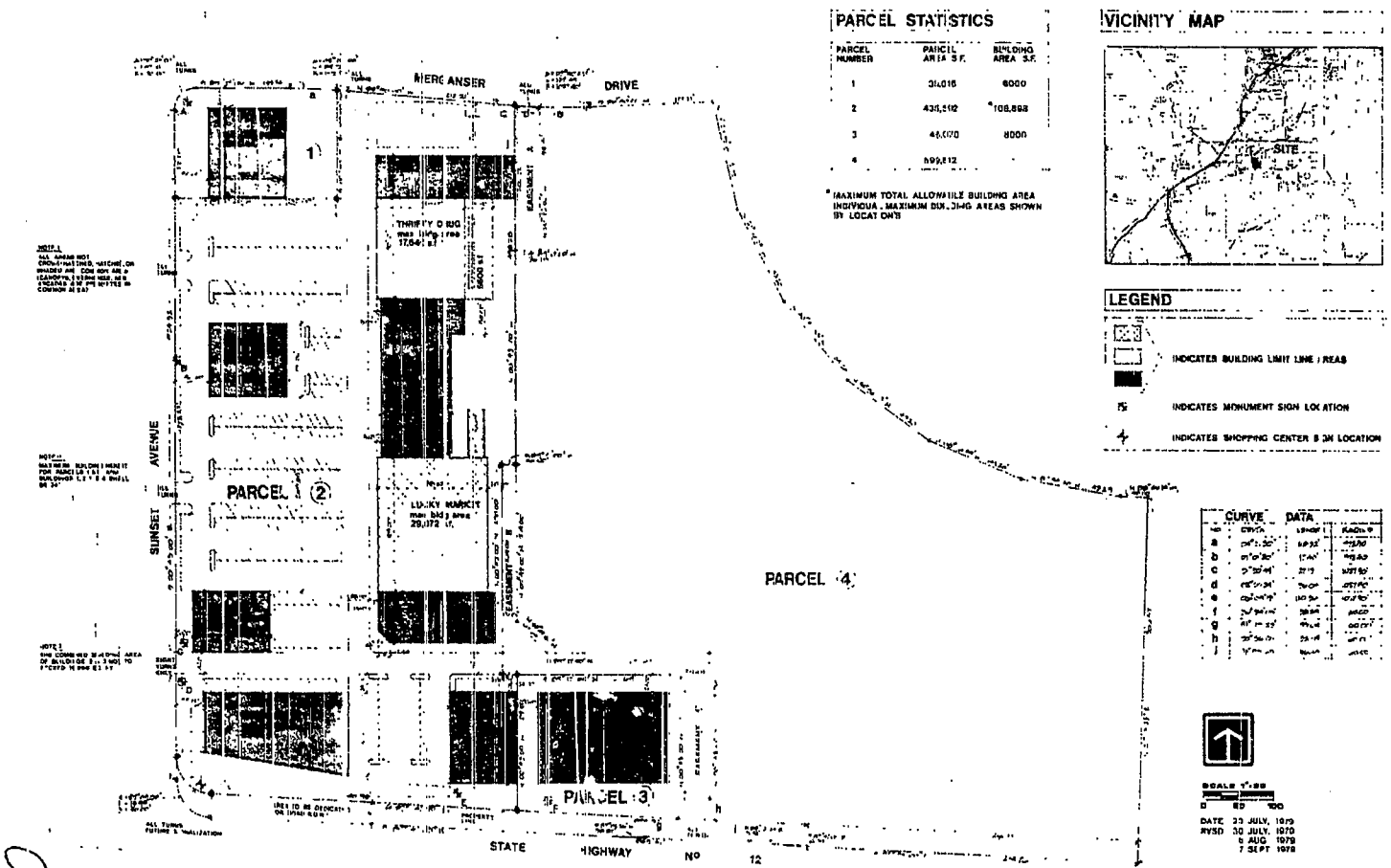

SUNSET CENTER

SUISUN CITY - CALIF.

DEVELOPER - CYPRESS PROPERTIES

EXHIBIT "C"

JAMES W. FOUG & ASSOCIATES, ARCHITECTS

PALO ALTO, CALIFORNIA

PG 94413

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PG 40102

Recorded At Request Of
Alda Sunset
at 9 min. past 2P M.
BOOK MAY 11 1984
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
20639
Recorder

RECORDING REQUESTED BY AND
UPON RECORDATION RETURN TO:

ALDA SUNSET ASSOCIATES
2085 Van Ness Avenue
San Francisco, California 94109

----------ABOVE SPACE RESERVED FOR RECORDER'S USE----------

FIRST AMENDMENT TO DECLARATION
OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("First Amendment") is made as of the 10th day of May, 1984, by SOLANO INVESTORS, a California general partnership ("Solano"), CAL-LAND INVESTORS, a California limited partnership ("Cal-Land"), SUNSET ASSOCIATES, a California general partnership ("Sunset"), and ALDA SUNSET ASSOCIATES, a California limited partnership ("Alda").

R E C I T A L S:

A. On October 17, 1979, Solano, as Declarant, made that certain Declaration of Restrictions and Grant of Easements (the "Original Declaration") which was recorded on November 1, 1979, in the Official Records of Solano County, in Book 1979, Page 94395 et seq., respecting that certain real property situated in Suisun City, Solano County, California, as more particularly described in Exhibit A thereof (the "Property").

B. At the time the Original Declaration was recorded, the Property was divided into four (4) parcels, hereinafter individually referred to as "Parcel 1," "Parcel 2," "Parcel 3," and "Parcel 4," as more particularly outlined on Exhibit C attached to the Original Declaration.

C. Sunset subsequently acquired title to Parcel 2.

D. Pursuant to that certain Parcel Map 1610-116 for Sunset Shopping Center, recorded December 2, 1981 in Book 23 of Parcel Maps, at page 1, in the Office of the County Recorder of Solano, Parcel 2 has been subdivided into six (6) parcels, here-

inafter referred to as "Parcel "A," "Parcel B," "Parcel C," "Parcel D," "Parcel E," and "Parcel F," all as more particularly shown on said Parcel Map, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, which results in the above referenced parcels now being described as set forth in Exhibit B attached hereto and incorporated herein.

E. Sunset subsequently transferred title to Parcels A and B to Alda, and retained title to Parcels C, D, E, and F.

F. Solano has assigned to Cal-Land an undivided fifty percent (50%) interest in Parcel 1, Parcel 3, and Parcel 4 as shown on Exhibit A hereto so that Solano and Cal-Land now each own an undivided fifty percent (50%) interest therein.

G. Solano, Cal-Land, Sunset, and Alda now desire to amend the Original Declaration as hereinafter set forth.

NOW, THEREFORE, the parties hereby amend the Original Declaration as follows:

1. Whenever reference is made to Parcel 2 in the Original Declaration, each such reference shall hereafter be deemed to mean Parcels A through F, collectively.

2. Exhibit C to the Original Declaration as it relates to the depiction of the Maximum Building Area on Parcel 1 is hereby modified as shown on Exhibit C-1, attached hereto and incorporated by reference. Henceforth, all references in the Original Declaration to Exhibit C shall refer to Exhibit C to the Original Declaration as modified by Exhibit C-1 hereto.

3. Paragraph 2(a)(i) of the Original Declaration under the section entitled "Development of Parcels 1, 2, and 3" is hereby deleted in its entirety, and shall be replaced by the following provision:

> No building shall be constructed on Parcel 1, except within the building limit lines shown on Exhibit C hereto, or which contains more than nine thousand (9,000) square feet of floor area, and/or is greater than twenty-four (24) feet in height. The portion of Parcel 1 not devoted to such building shall be devel-

oped as Common Area in a manner so as to integrate the Common Area on Parcel 1 into the Common Area on Parcels A through F (previously Parcel 2).

4. Paragraph 2(a)(ii) of said same section is hereby amended by adding the following provision at the end of said paragraph:

> The total floor area of all buildings built on Parcel E shall not exceed five thousand (5,000) square feet. The total floor area of all buildings built on Parcels C, D and F shall in the aggregate be no greater than thirteen thousand thirty-nine (13,039) square feet.

5. Paragraph 5 of the Original Declaration under the section entitled "Restrictions on Use" is hereby amended by adding the following provision at the end of said paragraph:

> As used in this Paragraph 5, the term "entertainment or recreational facility" shall not be deemed to apply to nor include within its terms, a "McDonalds Playland" of the size and nature typically found as a part of a McDonalds Restaurant in northern California; provided such "McDonalds Playland" area is within the building limit line areas designated for the parcel upon which it is built, and provided further that the total number of parking spaces originally provided for such parcel is reduced by no more than four (4) parking spaces as a result of the construction of such "McDonalds Playland."

6. Paragraph 4 of the Original Declaration under the section entitled "General Provisions" is hereby amended by substituting the phrase "one hundred percent (100%) of the owners of Parcels 1, 2 and/or 3" the phrase "the owners of eighty-five percent (85%) of the land area of Parcels 1, 2 and 3" and substituting for the phrase "one hundred percent (100%) of the owners of Parcels 2 and 4" the phrase "the owners of eighty-five percent (85%) of the land area on Parcels 2 and 4."

7. As used in the Declaration and this First Amendment, the term "owner" shall mean any person or entity holding fee title to a Parcel. An owner shall have liability for compliance with the provisions hereof with respect to any one or more Parcels only for such period of time said owner holds fee title

to such Parcel or Parcels, as the case may be; such liability shall cease with respect to each Parcel from and after the date of transfer of title of such Parcel, except as to matters occurring prior to the date of such transfer.

8. Notwithstanding anything to the contrary contained in the Original Declaration, Alda, as the owner of Parcel B, hereby grants to Sunset, as the owner of Parcel E, as shown on Exhibit A hereto, an exclusive easement to install, operate, repair and replace a drive-through lane, loading area, and menu board for a McDonalds restaurant. Each of the other owners of real property within the Shopping Center hereby acknowledges such easement and consents thereto, and agrees to honor the rights of Sunset thereunder. The easement shall be located as shown on the plot plan attached as Exhibit D to this First Amendment and as more particularly described on Exhibit E to this First Amendment. The drive-through lane, the loading area, and the menu board shall be constructed and erected as shown on Exhibit D attached hereto. This exclusive easement shall continue so long as McDonalds operates a McDonalds restaurant on Parcel E, and the owner of Parcel E otherwise complies with the provisions of this paragraph. The owner of Parcel E shall at its own expense, which expense shall not be subject to sharing with or reimbursement from other owners or tenants of the Shopping Center, at all times maintain the drive-through lane, loading area, and menu board in first class condition, order and repair. The standards of maintenance of such easement area shall be the same as those set forth on pages 6, 7 and 8 of the Original Declaration in the Article entitled "Operation and Maintenance of Common Area," except that it shall be the responsibility of the owner of Parcel E, rather than the other owners having an interest in the Shopping Center, to maintain said easement area.

9. Except as specifically defined herein, all terms used herein shall have the same meaning as set forth in the Original Declaration.

10. Except as otherwise set forth herein, the terms and provisions of the Original Declaration are hereby confirmed and ratified and shall remain in full force and effect. In the event of a conflict between the provisions of the First Amendment and the Original Declaration, the provisions of this First Amendment shall govern.

11. The provisions of this First Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns, shall run with the land and shall be imposed upon the Property as a mutual equitable servitude, all as provided in the Original Declaration.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first written above.

SOLANO INVESTORS, a California general partnership

By _____

By _____

CAL-LAND INVESTORS, a California limited partnership

By California Land Resources Inc. General Partner

By _____ Pres

SUNSET ASSOCIATES, a California general partnership

By SOLANO INVESTORS, a general partnership, General Partner

By _____

By _____

By SUISUN ASSOCIATES, a California limited partnership, General Partner

By _____ John L. deBenedetti

By _____ Timothy G. Sheehan

ALDA SUNSET ASSOCIATES, a California limited partnership

By ALDA Properties, Ltd. General Partner

By _____

State of California
County of Solano

On May 10, 1984, before me the undersigned, a Notary Public in and for said County and State, personally appeared James D. Graham, known to me to be the President of California Land Resources Inc, the corporation that executed the within instrument as general partner of Cal Land Investors, the partnership that executed the same and he acknowledged to me that such corporation executed the same as such partner, and that such partnership executed the same.

WITNESS my hand and official seal.

Signature: _____
Georgia L. Mitchum

Notary public in and for the County of Solano

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28, 1987

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO

On MAY 7, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL B. ROSEN, General Partner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument on behalf of the partnership and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

JUDY D. ROSEN, NOTARY PUBLIC
My Commission Expires Oct. 17, 1986
STATE OF CALIFORNIA
City and County of SAN FRANCISCO

Notary Public in and for said County and State

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) ss.

On this 7th day of May in the year one thousand nine hundred and eighty-four, before me, Constance B. Seymour, a Notary Public, State of California, duly commissioned and sworn, personally appeared John L. deBenedetti and Timothy G. Sheehan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) that executed this instrument on behalf of the partnership and acknowledged to me that the partnership executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Mateo the day and year in this certificate first above written.

OFFICIAL SEAL
CONSTANCE B SEYMOUR
Notary Public-California
SAN MATEO COUNTY
My Comm. Exp. Mar. 18, 1987

Notary Public, State of California

CAT. NO. NN00630
TO 1946 CA (7-82)
(Partnership)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Solano } ss.

On May 10, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Graham and James C. Belda III

, personally known to me or proved to me on the basis of satisfactory evidence to be the person s who executed the within instrument as two of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
WITNESS my hand and official seal.

STAPLE HERE

Signature Georgia L. Mitchum

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28, 1987

(This area for official notarial seal)

CURVE DATA

LEGEND

PARCEL MAP 1610-
FOR
SUNSET CENT
A DIVISION OF PARCEL 2, AS
ON PARCEL MAP 1610-10 8, 19
IN THE CITY OF SUISUN CITY
J C GRAHAM & ASSOC'S, DEVELOPMENT CO
DANVILLE,
SCALE: 1" = 60'

NOTE:

PARCEL 4

PARCEL 3

PARCEL A

PARCEL B

PARCEL 2

PARCEL F

PARCEL I

PARCEL C

PARCEL D

PARCEL E

MERGANSER DRIVE

HIGHWAY 12

SUNSET AVENUE

INTS.

EXHIBIT A

PG 4018

LEGAL DESCRIPTION

ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A

Parcel A, as shown on the map entitled: "PARCEL MAP 1610-116 for Sunset Shopping Center", filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

PARCEL B

Parcel B, as shown on the map entitled: "PARCEL MAP 1610-116 for Sunset Shopping Center", filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

PARCEL C

Parcel C, as shown on the map entitled: "PARCEL MAP 1610-116 for Sunset Shopping Center", filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

PARCEL D

Parcel D, as shown on the map entitled: "PARCEL MAP 1610-116 for Sunset Shopping Center", filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

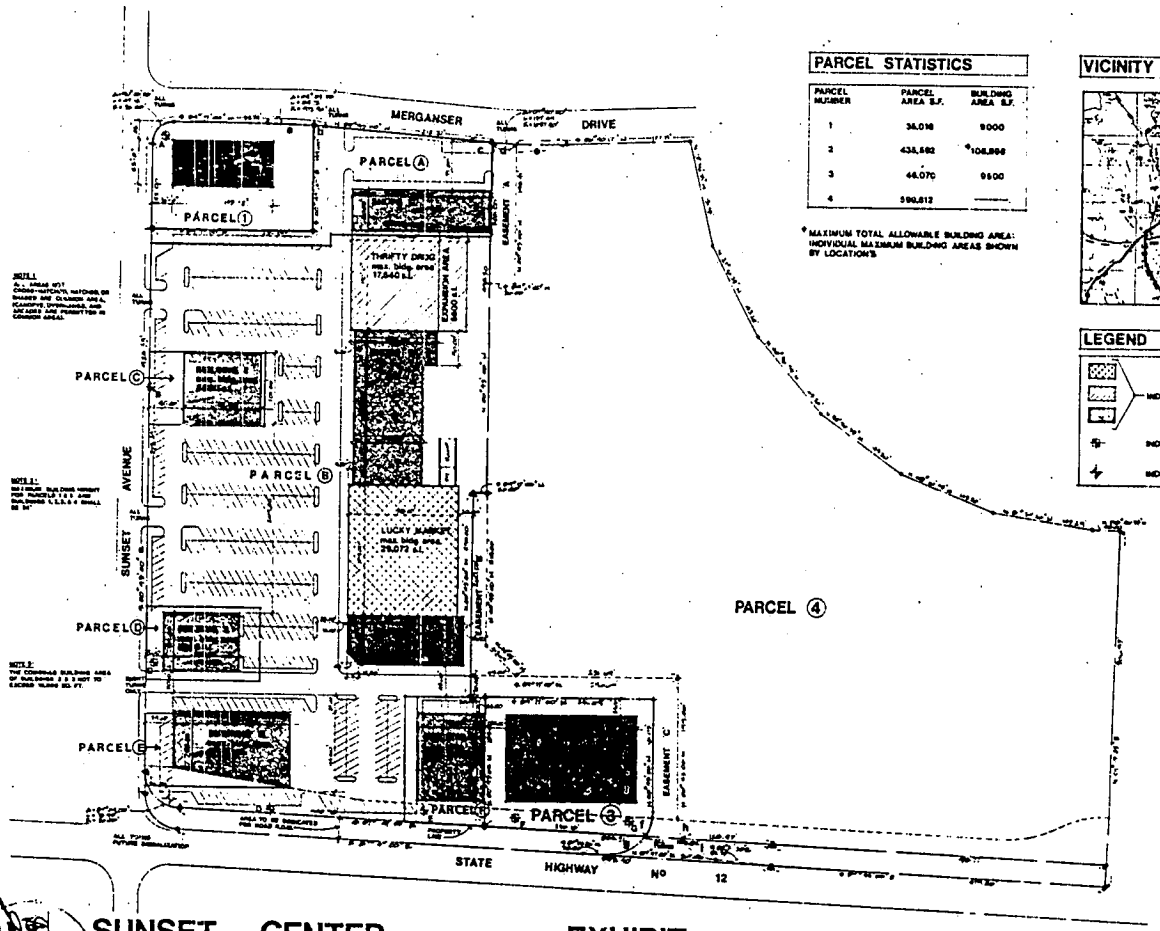
PARCEL E

Parcel E, as shown on the map entitled: "PARCEL MAP 1610-116 for Sunset Shopping Center", filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

PARCEL F

Parcel A, as shown on the map entitled: "PARCEL MAP 1610-116 for Sunset Shopping Center", filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

EXHIBIT "B"

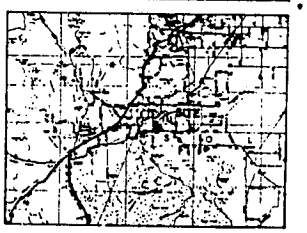


PARCEL STATISTICS

PARCEL NUMBER	PARCEL AREA S.F.	BUILDING AREA S.F.
1	36,016	9000
2	435,592	*108,898
3	46,070	9500
4	590,612	———

* MAXIMUM TOTAL ALLOWABLE BUILDING AREA: INDIVIDUAL MAXIMUM BUILDING AREAS SHOWN BY LOCATION'S

VICINITY MAP



LEGEND

INDICATES BUILDING LIMIT LINE AREAS

INDICATES MONUMENT SIGN LOCATION

INDICATES SHOPPING CENTER SIGN LOCATION

CURVE DATA

NO.	DELTA	LENGTH	RADIUS
a	[illegible]	[illegible]	[illegible]
b	[illegible]	[illegible]	[illegible]
c	[illegible]	[illegible]	[illegible]
d	[illegible]	[illegible]	[illegible]
e	[illegible]	[illegible]	[illegible]
f	[illegible]	[illegible]	[illegible]
g	[illegible]	[illegible]	[illegible]
h	[illegible]	[illegible]	[illegible]
i	[illegible]	[illegible]	[illegible]

SCALE 1"=60'

DATE: 23 JULY, 1979
RVSD: 30 JULY, 1979
6 AUG. 1979
7 SEPT. 1979
5 OCT. 1979
11 OCT. 1979
14 FEB. '84
20 APR. '84

PG 40110

INTS.

SUNSET CENTER

SUISUN CITY · CALIF.

DEVELOPER · CYPRESS PROPERTIES

EXHIBIT C-1

JAMES W. FOUG & ASSOCIATES, ARCHITECTS

PALO ALTO, CALIFORNIA

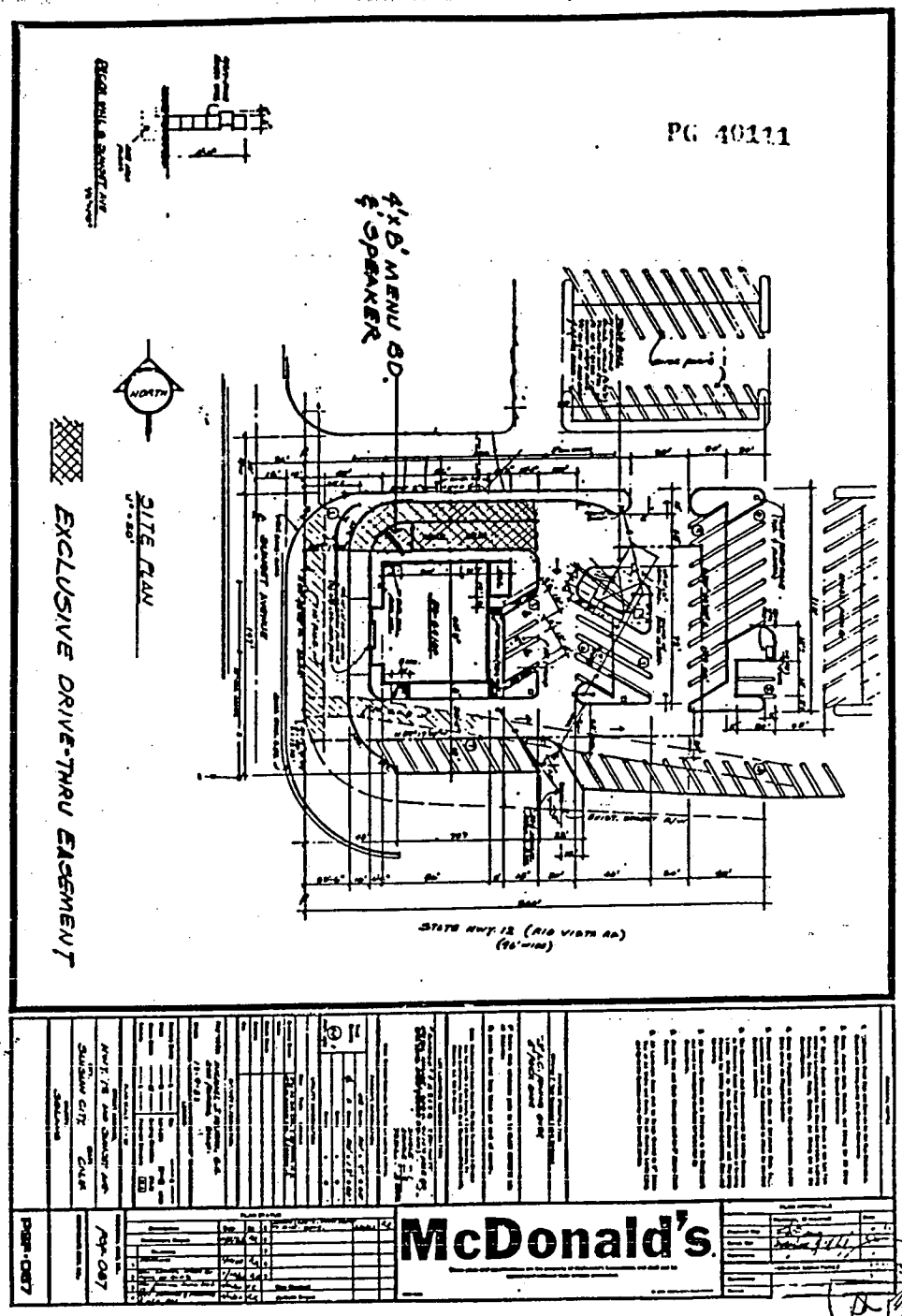

PG 40111
4'x8' MENU BD. & SPEAKER
NORTH
SITE PLAN
EXCLUSIVE DRIVE-THRU EASEMENT
STATE HWY. 12 (RIO VISTA RD.)
McDonald's

EXHIBIT D

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PORTION OF PARCEL "B" AS SHOWN ON THE MAP ENTITLED "PARCEL MAP 1610-116 FOR SUNSET SHOPPING CENTER", FILED FOR RECORD DECEMBER 2, 1981 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA IN BOOK 23 OF PARCEL MAPS AT PAGE 1, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL "E" AS SHOWN ON THE ABOVE DESCRIBED PARCEL MAP, BEING A POINT ON THE EASTERLY LINE OF SUNSET AVENUE; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL "E" NORTH 89° 17' 00" EAST 23.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID PARCEL "E" NORTH 89°17' 00" EAST 98.50 FEET; THENCE NORTH 0°43' 00" WEST 25.00 FEET; THENCE PARALLEL WITH AND 25.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE NORTHERLY LINE OF SAID PARCEL "E" SOUTH 89° 17' 00" WEST 73.50 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" AN ARC LENGTH OF 39.27 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 2,328 SQUARE FEET MORE OR LESS.

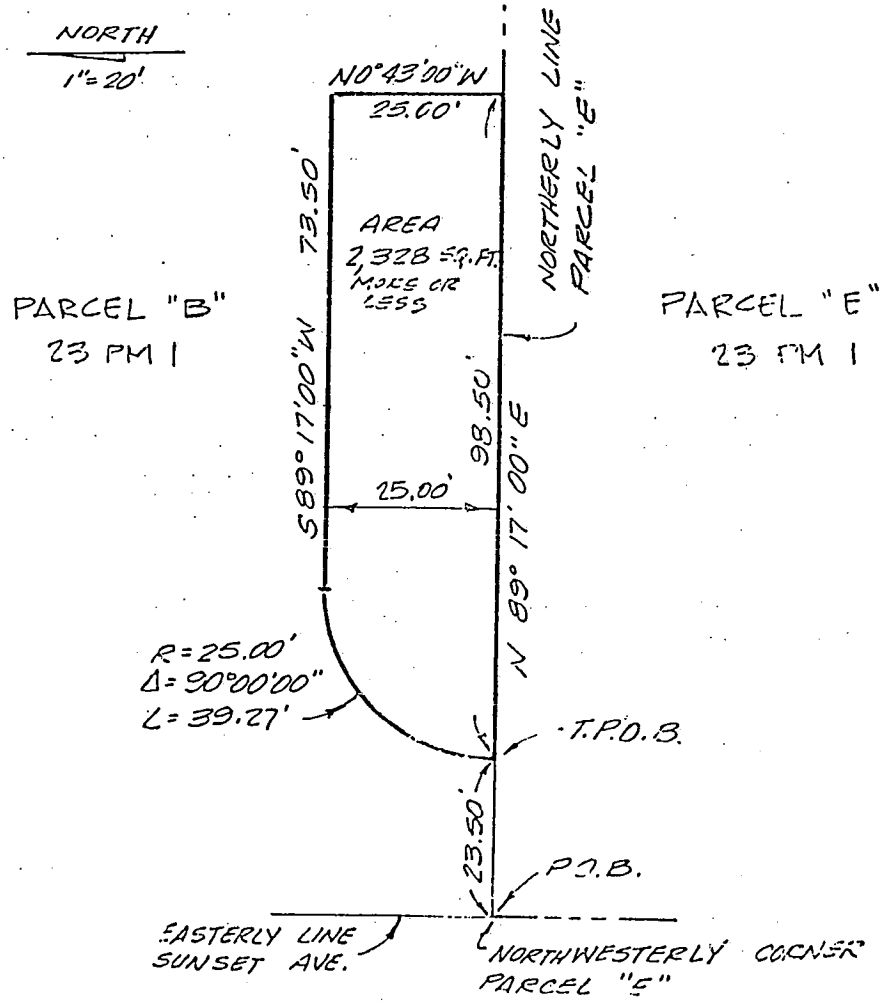


Exhibit E

CTI
62359

PG 28571

Recorded At Request Of
CHICAGO TITLE INSURANCE COMPANY
8:30 A.M.
BOOK MAR 18 1988
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
14752
Deputy Recorder

-SUISUN CITY, CA-MAIN POST OFFICE -

RECORDING REQUESTED BY AND
UPON RECORDATION RETURN TO:

JAMES C. BELDA
1450 Travis Boulevard
Fairfield, CA 94533

----------ABOVE SPACE RESERVED FOR RECORDER'S USE----------

SECOND AMENDMENT TO DECLARATION OF
RESTRICTIONS AND GRANT OF EASEMENTS

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (hereinafter referred to as the "Second Amendment") is made as of this 9th day of March, 1988, by and among JAMES C. BELDA (hereinafter "Belda"), ASADOOR O. ASTORIAN and JOSYANE LOUISE ASTORIAN, husband and wife (hereinafter "Astorian"), VALMI ASSOCIATES, a California limited partnership (hereinafter "Valmi"), CAL-LAND INVESTORS, California limited partnership (hereinafter "Cal-Land"), SOLANO INVESTORS, a California limited partnership (hereinafter "Solano"), McDONALD'S CORPORATION, a Delaware corporation (hereinafter "McDonald's"), and CALNY, INC., a Delaware corporation (hereinafter "Calny").

R E C I T A L S :

A. On October 17, 1979, Solano, as Declarant, made that certain Declaration of Restrictions and Grant of Easements (the "Original Declaration") which was recorded on November 1, 1979, in the Official Records of Solano County, in Book 1979, Page 94395 et seq., respecting that certain real property situated in Suisun City, Solano County, California, as more particularly described in Exhibit A thereof (the "Property").

B. At the time the Original Declaration was recorded, pursuant to Parcel Map 1610-108 filed for record October 12, 1979, in Book 19 of Parcel Maps, at Page 15 of said Official Records, the Property was subdivided into four (4) parcels, hereinafter individually referred to as "Parcel 1," "Original Parcel 2," "Parcel 3," and "Parcel 4," as more particularly outlined on Exhibit C attached to the Original Declaration.

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C. Pursuant to that certain Parcel Map 1610-116 for Sunset Shopping Center, recorded December 2, 1981, in Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano, Original Parcel 2 was subdivided into six (6) parcels, hereinafter referred to as "Parcel A," "Parcel B," "Parcel C," "Parcel D," "Parcel E," and "Parcel F," all as more particularly shown on said Parcel Map.

D. On May 10, 1984, Solano, Cal-Land, Sunset Associates, a California general partnership, and Alda Sunset Associates, a California limited partnership, as all of the owners of the Property made that certain First Amendment to Declaration of Restrictions and Grant of Easements (the "First Amendment") which was recorded on May 11, 1984, as Instrument No. 20639 of said Official Records whereby the Original Declaration was amended and modified in certain respects. The Original Declaration, as amended by the First Amendment, is hereinafter referred to as the "Declaration."

E. Pursuant to the Declaration, Parcels 1, A, B, C, D, E, F and 3 form an integrated commercial shopping center (hereinafter the "Shopping Center"). Pursuant to the Original Declaration, "Easements A," "Easements B," and "Easements C" were created on Parcel 4 of Parcel Map 1610-108 for the use and benefit of the Shopping Center.

F. Pursuant to that certain Parcel Map filed for record October 3, 1986, in Book 30 of Parcel Maps, at Page 22 of said Official Records, Parcel 4 of Parcel Map 1610-108 was subdivided in two (2) separate legal parcels, which parcels are hereinafter referred to as "New Parcel 1" and "New Parcel 2." As a result of the recordation of the two (2) parcel maps providing for the further subdivision of the Property since the recordation of the Original Declaration, the Property is now described in the manner set forth on Exhibit A, attached hereto and incorporated

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G. It has been proposed that a portion of New Parcel 2 shall be sold to the United States Postal Service (hereinafter "USPS") for use as a regional and local postal facility. That portion of New Parcel 2 proposed to be sold to USPS is more particularly described in Exhibit B, attached hereto and incorporated herein by reference, and is hereinafter referred to as the "USPS Parcel." The balance of New Parcel 2, after the elimination of the USPS Parcel, is hereinafter referred to as the "Remainder of New Parcel 2." New Parcel 1, the USPS Parcel and the Remainder of New Parcel 2 are depicted on the plot plan of the Property which is Exhibit C, attached hereto and incorporated herein by reference. Henceforth all references to Parcel 4 in the Declaration shall be deemed to refer to New Parcel 1, the Remainder of New Parcel 2, and the USPS Parcel.

H. As a condition to the sale of the USPS Parcel to USPS, USPS is requiring that the Declaration be amended and/or supplemented as provided herein and the parties hereto desire to accommodate USPS with respect to such modification and supplementation.

I. Pursuant to the Declaration, in order to modify the Declaration with respect to New Parcel 1, the Remainder of New Parcel 2 and the USPS Parcel, the consent of the owners of eighty-five percent (85%) of the land area of Parcels A, B, C, D, E, F, New Parcel 1, the Remainder of New Parcel 2 and the USPS Parcel is required along with the consent of the respective occupants of Parcel B which are depicted as cross-hatched and single-hatched on Exhibit C to the Original Declaration. Astorian and Valmi, as the owners of Parcels A and B, McDonald's, as the owner of Parcel E, Calny, as the owner of Parcel D, and Belda and Cal-Land, as the owners of New Parcel 1, the Remainder of New Parcel 2 and the USPS Parcel, collectively are the owners of more than eighty-five percent (85%) of the land area of Parcels A, B, C, D, E and F, New Parcel 1, the Remainder

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of New Parcel 2 and the USPS Parcel, and as such, they now desire to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the parties hereby amend and/or supplement the Declaration as follows:

1. Upon the sale, transfer and conveyance of the USPS Parcel to USPS, and continuing so long as USPS OR OTHER GOVERNMENTAL AGENCY owns the USPS Parcel, the following portions of the Declaration shall not apply to nor affect the USPS Parcel:

(a) Paragraph 2 of the section entitled "Operation and Maintenance of Common Area;"

(b) Paragraphs 2 and 4 of the section entitled "Restrictions on Use;" and

(c) Paragraph 9 of the section entitled "General Provisions."

2. Belda and Cal-Land as the current owners of New Parcel 1, the Remainder of New Parcel 2 and the USPS Parcel hereby establish in favor of and grant to the owners and occupants of Parcels 1, A, B, C, D, E, F and 3, nonexclusive easements for the installation and maintenance of underground utilities and to such grantees, their customers and invitees, nonexclusive easements for the ingress and egress and passage of motor vehicles and pedestrians into, out of, on, over and across a new Easement D, which is more particularly described in Exhibit D, attached hereto and incorporated herein by reference. Said Easement D is depicted on the plot plan of the Property which is Exhibit C hereto. Belda and Cal-Land hereby reserve the nonexclusive use of such Easement D and of existing Easements A, B and C (as created pursuant to the Original Declaration) for all of the foregoing purposes for the benefit of themselves and their successors, transferees and assigns of as owner of New Parcel 1 and the Remainder of New Parcel 2. The surface of Easement D shall be maintained in good condition and repair by the owner of the USPS Parcel.

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3. Belda and Cal-Land as the current owners of New Parcel 1, the Remainder of New Parcel 2 and the USPS Parcel hereby establish in favor of and grant to the owners and occupants of Parcels 1, A, B, C, D, E, F and 3, nonexclusive easements for the installation and maintenance of underground utilities and to such grantees, their customers and invitees nonexclusive easements for the ingress and egress and passage of motor vehicles and pedestrians into, out of, on, over and across a new Easement E, which is more particularly described in Exhibit E, attached hereto and incorporated herein by reference. Said Easement E is depicted on the plot plan of the Property which is Exhibit C hereto. Belda and Cal-Land hereby grant the owner of the USPS Parcel a nonexclusive easement for the installation and maintenance of underground utilities and to such owner and its invitees nonexclusive easements for ingress and egress and passage of motor vehicles and pedestrians into, out of, on, over and across said Easement E and Easements B and C. The surface of Easement E shall be maintained in good condition and repair by the owner of the Remainder of New Parcel 2.

4. Nothing contained in this Second Amendment shall be deemed to be a gift or dedication of any portion of Easements D or E to the general public or for any public purpose whatsoever, it being the intention of the grantors of such easements that said grants of easements shall be strictly limited to and for the purposes herein expressed.

5. Except as otherwise set forth herein, the terms and provisions of the Declaration are hereby confirmed and ratified and shall remain in full force and effect. This Second Amendment is an integral part of the Declaration; provided, however, in the event of a conflict between the provisions of this Second Amendment and the balance of the Declaration, the provisions of this Second Amendment shall govern.

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6. The provisions of this Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors, transferees and assigns, shall run with the land constituting the Property and shall be imposed upon the Property as a mutual equitable servitude, all as provided in the Declaration.

7. This Second Amendment may be executed in counterparts and all counterparts together shall be construed as one document. This Second Amendment shall not be effective until recorded in its entirety in the Official Records of Solano County.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year first written above.

JAMES C. BELDA
"Belda"

ASADOOR O. ASTORIAN

JOSYANE LOUISE ASTORIAN.
"Astorian"

VALMI ASSOCIATES,
a California limited partnership

By

By General Partner
"Valmi"

CAL-LAND INVESTORS,
a California limited partnership

By California Land Resources, Inc.,
General Partner

By
James D. Graham, President
"Cal-Land"

OFFICIAL SEAL
GAIL J. STRACK
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Comm. Expires Aug. 26, 1988

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

PG 28577

SOLANO INVESTMENTS,
a California limited partnership

By James C. Belda
James C. Belda, General Partner

By
James D. Graham, General Partner
"Solano"

McDONALD'S CORPORATION,
a Delaware corporation

By

By
"McDonald's"

CALNY, INC.,
a Delaware corporation

By
EXECUTIVE VICE PRESIDENT

By
"Calny"

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO ss.

On this 7th day of March in the year 1988 before me, Margaret J. O'Gara a Notary Public, State of California, duly licensed and sworn, personally appeared William Francis Ahern, proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Executive Vice Pres. of Calny, Inc. or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, on the date set forth above in this certificate.

Margaret J. O'Gara
Notary Public, State of California
My commission expires June 10, 1988

OFFICIAL SEAL
MARGARET J. O'GARA
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Comm. Expires June 10, 1988

The document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

STATE OF CALIFORNIA
COUNTY OF Solano ss

On March 16, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James C. Belda, personally known to me (or proved to me on the basis of satisfactory evidence) to be the general partner(s) of the limited partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Sig: Joan L. Diehl
Joan L. Diehl
Name (Typed or Printed)
Notary Public in and for said County and State

JOAN L. DIEHL
NOTARY PUBLIC - CALIFORNIA

Staple

CHICAGO TITLE
LIMITED PARTNERSHIP

Staple

F-2470 R. 11/82

FOR NOTARY SEAL OR STAMP

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

FG 28578

dba Delaware McDonald's Corporation

McDONALD'S CORPORATION, a Delaware corporation

By _____
Vice President

ATTEST:
By _____
Assistant Secretary

STATE OF ~~CALIFORNIA~~ ILLINOIS
COUNTY OF DuPAGE } ss.

On this 22 day of February, 1988, before me, the undersigned, a Notary Public in and for the State, personally appeared Seymour Greenman, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument (pursuant to its bylaws or a resolution of its board of directors).

WITNESS my hand and official seal.

_____
Notary Public Ellen L. Loess

STATE OF CALIFORNIA
COUNTY OF _____ } ss.

OFFICIAL SEAL
ELLEN L. LOESS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 30,1989

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument (pursuant to its bylaws or a resolution of its board of directors).

WITNESS my hand and official seal.

_____
Notary Public

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

EXHIBIT A

ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Parcel 1 of Parcel Map 1610-108, filed for record October 12, 1979 in Book 19 of Parcel Maps, at Page 15, Official Records of Solano County.

Parcel A, as shown on the map entitled "PARCEL MAP 1610-116 for Sunset Shopping Center," filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

Parcel B, as shown on the map entitled "PARCEL MAP 1610-116 for Sunset Shopping Center," filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

Parcel C, as shown on the map entitled "PARCEL MAP 1610-116 for Sunset Shopping Center," filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

Parcel D, as shown on the map entitled "PARCEL MAP 1610-116 for Sunset Shopping Center," filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

Parcel E, as shown on the map entitled "PARCEL MAP 1610-116 for Sunset Shopping Center," filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

Parcel F, as shown on the map entitled "PARCEL MAP 1610-116 for Sunset Shopping Center," filed December 2, 1981, Book 23 of Parcel Maps, at Page 1, in the Office of the County Recorder of Solano County, State of California.

Parcel 3 of Parcel Map 1610-108, filed for record October 12, 1979, in Book 19 of Parcel Maps, at Page 15, Official Records of Solano County.

Parcels 1 and 2 of that certain Parcel Map filed for record October 3, 1986, in Book 30 of Parcel Maps, at Page 22, Official Records of Solano County.

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

LEGAL DESCRIPTION OF
REAL PROPERTY PARCEL TO BE CONVEYED
TO UNITED STATES POSTAL SERVICE

All of the certain property situated in the City of Suisun city, County of Solano, State of California, described as follows:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 AS SAME IS SHOWN ON THAT CERTAIN PARCEL MAP AS FILED ON OCTOBER 3, 1986 IN BOOK 30 OF PARCEL MAP AT PAGE 22 IN THE OFFICE OF THE SOLANO COUNTY RECORDER, SOLANO COUNTY, CALIFORNIA; THENCE SOUTH 00°43'00" EAST, A DISTANCE OF 479.34 FEET; THENCE NORTH 89°17'00" EAST, A DISTANCE OF 634.17 FEET TO A POINT, SAID POINT LYING ON THE SOUTHEASTERLY LINE OF LOT 15 OF DOVER TERRACE SOUTH UNIT NO. 5, AS SAME IS SHOWN IN BOOK 31 OF MAPS AT PAGE 19, SOLANO COUNTY RECORDER; THENCE NORTH 68° 16'35" WEST, A DISTANCE OF 43.52 FEET; THENCE NORTH 54° 36'35" WEST, A DISTANCE OF 143.20 FEET; THENCE NORTH 40°56'35" WEST, A DISTANCE OF 143.20 FEET; THENCE NORTH 27°16'35" WEST, A DISTANCE OF 143.20 FEET; THENCE NORTH 13°36'35" WEST, A DISTANCE OF 151.98 FEET TO THE NORTHWEST CORNER OF LOT 68 AS SAME IS SHOWN ON DOVER TERRACE SOUTH UNIT NO. 4 AS FILED IN BOOK 30 OF MAPS AT PAGE 50, SOLANO COUNTY RECORDER; THENCE SOUTH 86°40'00" WEST, A DISTANCE OF 177.71 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A DELTA OF 6°09'14", A RADIUS OF 1027.50 FEET, AN ARC DISTANCE OF 110.36 FEET TO THE POINT OF BEGINNING, CONTAINING 4.395 ACRES, MORE OR LESS.

EXHIBIT B

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

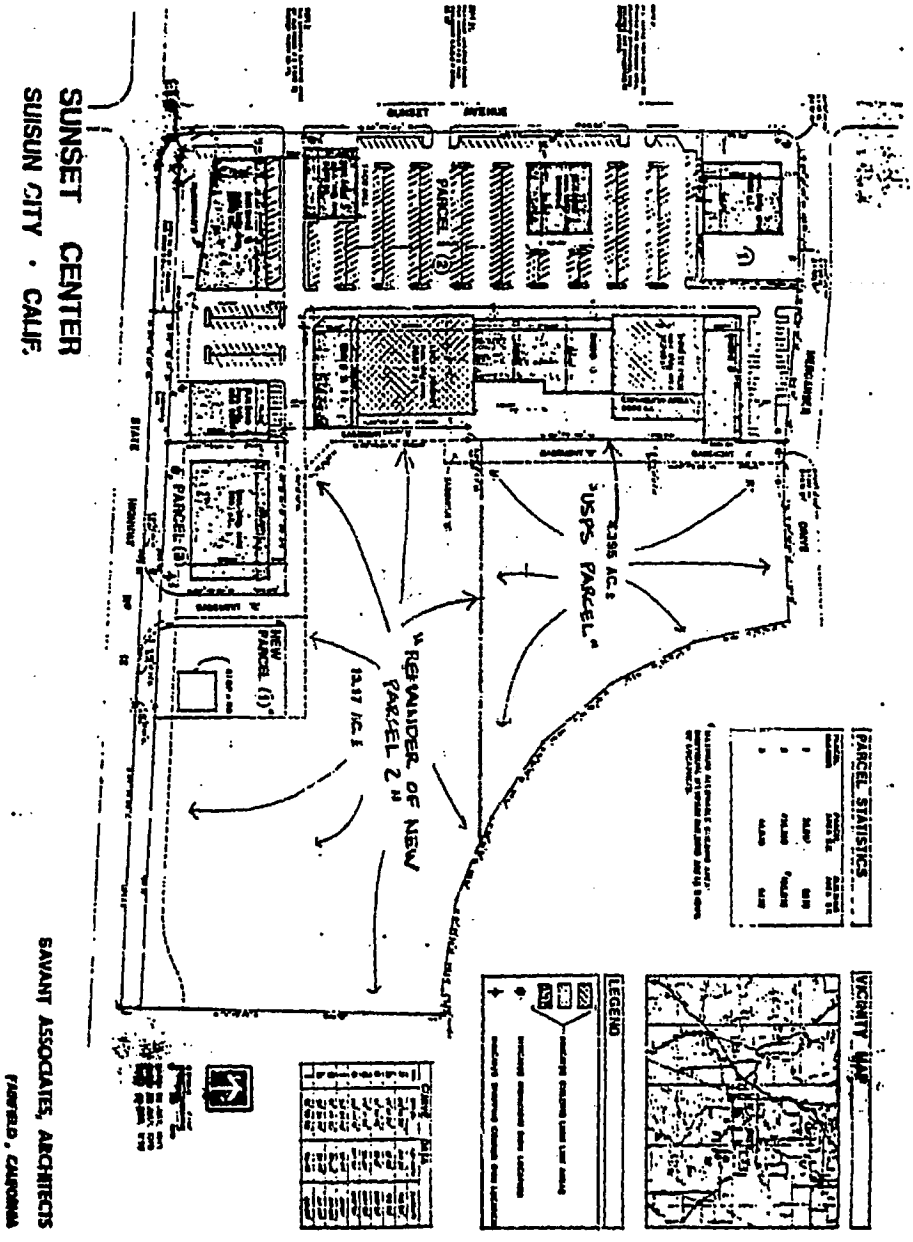


EXHIBIT C

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

LEGAL DESCRIPTION OF
EASEMENT D

A non-exclusive easement for the ingress and egress and passage of motor vehicles and pedestrians and for underground public utilities into, out of, on, over and across the following strip of land:

Beginning at a point on the Western line of Parcel Two of that Parcel Map filed October 3, 1986 in Book 30 of Parcel Maps, Page 22, Solano County Records, said point being 200.00 feet Southerly of the Northwestern corner of said Parcel Two; said point of beginning also being the Southwestern corner of "Easement A," of that Parcel Map filed October 12, 1979, in Book 19 of Parcel Maps, Page 15, Solano County Records; running thence from said point of beginning, continuing along the Western line of said Parcel Two referenced above, South 00° 43' 00" East, 279.34 feet to a point that is 18.96 feet Northerly of the most Northeastern corner of "Easement B" of that Parcel Map filed October 12, 1979, in Book 19 of Parcel Maps, Page 15, Solano County Records; thence North 89° 17' 00" East, 36 feet; thence North 00° 43' 00" West 280.93 feet to the Southeastern corner of said "Easement A" referenced above; thence along the Southerly line of said "Easement A," South 89° 17' 00" West 36 feet to the point of beginning.

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

LEGAL DESCRIPTION OF
EASEMENT E

EASEMENT E:

A non-exclusive easement for ingress and egress and passage of motor vehicles and pedestrians into, out of, on, over and across the following strip of land:

Beginning at a point on the Western line of Parcel Two of that Parcel Map filed October 3, 1986 in Book 30 of Parcel Maps, Page 22, Solano County Records, said point being 479.34 feet Southerly from the Northwestern corner of said Parcel Two; running thence from said point of beginning, along said Western line and the Southerly prolongation thereof, South 00° 43' 00" East 54.96 feet to a point that is situate South 00 43' 00" East 18.96 feet from the Southerly terminous of said Western line of Parcel Two referenced above; thence, parallel to the Southerly line of that certain parcel described in Exhibit B to this Second Amendment, North 89° 17' 00" East 36 feet; thence North 00° 43' 00" West 54.96 feet to the Southern line of said parcel described in Exhibit B to this Second Amendment; thence along said Southern line, South 89° 17' 00" West 36 feet to the point of beginning.

EXHIBIT E

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

PARTNERSHIP ACKNOWLEDGMENT

NO. 203

State of California } SS.
County of San Francisco

On this the 9 day of March 1988, before me,
Gail J Strack PG 28584
the undersigned Notary Public, personally appeared Valmi Associates
a California limited partnership,
Asadoor O. Astorian + ~~Josyane Louise Astorian~~
OK GJS

OFFICIAL SEAL
GAIL J. STRACK
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Comm. Expires Aug. 26, 1933

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.
WITNESS my hand and official seal.

Gail J. Strack
Notary's Signature

7130 122 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4625 • Woodland Hills, CA 91364

State of California } SS.
County of San Francisco

On this the 9 day of March 1988, before me,
Gail J Strack
the undersigned Notary Public, personally appeared
Asadoor O. Astorian & Josyane Louise Astorian

second amendment
re: easements

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
GAIL J. STRACK
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Comm. Expires Aug. 26, 1933

Gail J Strack
Notary's Signature

7110 122 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4625 • Woodland Hills, CA 91365-4625

CHICAGO TITLE INSURANCE COMPANY
INDIVIDUAL

Staple

STATE OF CALIFORNIA } SS.
COUNTY OF Solano
On this 16th day of March, in the year 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James C. Belda

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Signature Joan L Diehl
Joan L. Diehl
Name (Typed or Printed)
Notary Public in and for said County and State

Staple

F 2492 R 11/82

OFFICIAL SEAL
JOAN L. DIEHL
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires July 4, 1991

FOR NOTARY SEAL OR STAMP

PARTNERSHIP

Staple

STATE OF CALIFORNIA } SS
COUNTY OF Solano
On this 16th day of March, in the year of 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared K. A. Graham ~~personally known to me (or proved to me on the basis of satisfactory evidence) to be the~~ President and ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary

OFFICIAL SEAL
JOAN L. DIEHL
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires July 4, 1991

Description: Solano,CA Document-Year.DocID 1988.14752 Page:
Order: HUIOL Comment:

CF 0057-9 (1-79) R/W U.G. Ref: BSP 937-111-802 FT

RECORDED AT REQUEST OF 093667

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

WHEN RECORDED RETURN TO

Name RETURN TO:
Street Address Right of Way
3707 Kings Way
City & State Section C-32
Sacramento, CA 95821

THIS BOX FOR RECORDER'S USE

Recorded at Request of P.T.&T.

at ___ min. past ___ M.

BOOK 38 DEC 11 1980 94

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

54958

Ronald J. Azevedo
PD. Recorder

PG 90035

NO DOCUMENTORY TRANSFER TAX DUE. BY C.M. Clanton

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY AGENT CMC

TC 71420 ~~Solano~~ FAIRFIELD-MN 69
A.P. No. 173-010-14

GRANT OF EASEMENT Par. 4. "P.M.1610-108 for Sunset Shopping Center" P.M. Bk. 19, Pg. 15, Sec.30, T.5N,R1W, M.D.B.&M.

The undersigned Grantor(s) hereby grant(s) to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, Grantee, its successors and assigns, an easement to construct and maintain (place, operate, inspect, repair, replace and remove) such underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of wires, cables, conduits, manholes, handholes and aboveground markers, pedestals, terminal equipment cabinets, other associated electrical conductors and necessary fixtures and appurtenances in, under and upon that certain real property in the County of Solano, City of Suisun, State of California, described as:

Parcel 4 as shown on the Map entitled: "Parcel Map 1610-108 for Sunset Shopping Center", recorded October 12, 1979 in Book 19 of Parcel Maps, at Page 15, in the office of the County Recorder of Solano County.

Said facilities shall be located within that portion of Parcel 4 designated by the shaded area on "Exhibit A" attached hereto and made a part hereof.

Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

Executed this 17 day of November 1980

SOLANO INVESTORS,
a general partnership

James C. Belda

James D. Graham

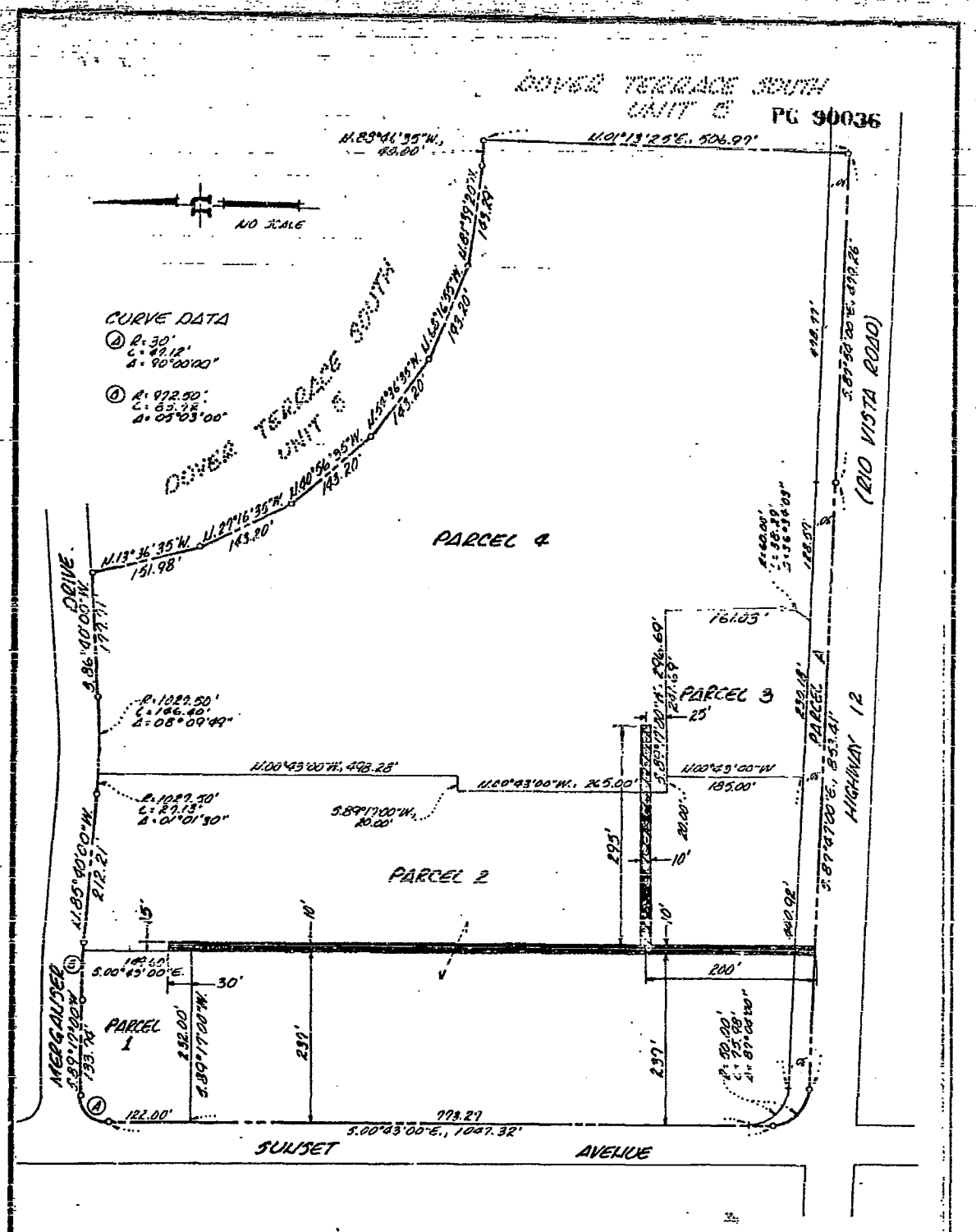
STATE OF CALIFORNIA,
County of Solano } SS.
On this 17th day of November, 1980, before me, Georgia L. Mitchum,
A Notary Public in and for said State, personally appeared James C. Belda and James D. Graham,

Known to me to be the general partner s of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28, 1983

Witness my hand and official seal

Georgia L. Mitchum
NOTARY PUBLIC in and for said State



LEGEND

DENOTES RIGHT-OF-WAY

SUNSET SHOPPING CENTER

EXHIBIT-A

And When Recorded Mail To:

City Clerk
City of Suisun City
701 Cedar Street
Suisun City, California 94585

19911

PG 34236

Recorded At Request Of
City Suisun City
at 41 min. past 10A M.
BOOK MAY 13 1981
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
$ PD. Recorder

PARCEL NO. 173-010-14

GRANT OF SANITARY SEWER AND WATER LINE EASEMENT

SOLANO INVESTORS "Grantor", a California General Partnership hereby grant to the City of SUISUN CITY "Grantee", a municipal corporation, located in the County of Solano, State of California, its successors and assigns a perpetual easement and right of way for the installation, construction, reconstruction, maintenance, operation and use of one or more sanitary sewer pipe lines and water pipe lines including all necessary and required appurtenances thereto, for the conducting, flowing and carrying therein and therethrough of sanitary sewage and domestic water in, under, over, along and across that real property located in the City of Suisun City, County of Solano, State of California, described in EXHIBIT "A" attached hereto and made a part hereof (hereinafter referred to as "Parcel 4").

TOGETHER with the perpetual right of ingress and egress thereto and therefrom for all purposes reasonably connected with the full and complete enjoyment of the rights hereby granted.*

Executed by grantor April 16 19 81

*See Addenda "A" attached hereto.

SOLANO INVESTORS, A California General Partnership

By _____ _____

By _____ _____

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 1 of 10
Order: HUIOL Comment:

EXHIBIT A

LEGAL DESCRIPTION FOR TWO

SANITARY SEWER AND WATER MAIN

EASEMENTS FOR PARCEL 4

PG. 34247

ALL THAT REAL PROPERTY IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS SHOWN AND SO DESIGNATED "PARCEL 4" ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 1610-108 FOR SUNSET SHOPPING CENTER," FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, CALIFORNIA, IN BOOK 19 OF PARCEL MAPS AT PAGES 15 THROUGH 16, DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF TWO SANITARY SEWER AND WATER MAIN EASEMENTS WITH THE RIGHT TO CONSTRUCT AND MAINTAIN SAID FACILITIES CONSISTING OF UNDERGROUND PIPES AND APPURTENANCES, TOGETHER WITH A RIGHT OF ACCESS ACROSS, IN, AND OVER SAID PROPERTIES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT 4N

BEGINNING AT A POINT, SAID POINT BEING THE NORTHWLST CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP, SAID POINT LIES ON A CURVE, NORTH 02° 49' 14" EAST, 1027.50 FEET FROM THE CENTER POINT OF SAID CURVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 4, SOUTH 00° 43' 00" EAST, 200.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF EASEMENT "A" AS SHOWN ON SAID PARCEL MAP; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID EASEMENT "A", NORTH 89° 17' 00" EAST, 36.00 FEET; THENCE NORTH 00° 43' 00" WEST, 198.41 FEET TO A POINT ON A CURVE, SAID POINT LIES SOUTH 00° 48' 40" WEST, 1027.50 FEET FROM THE AFOREMENTIONED CENTER POINT OF SAID CURVE, SAID POINT ALSO LIES ON THE NORTHERLY

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 2 of 10
Order: HUIOL Comment:

BOUNDARY OF SAID PARCEL 1; THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY AND SAID CURVE HAVING A RADIUS OF 1027.50 FEET, 36.04 FEET, THROUGH A CENTRAL ANGLE OF 02° 00' 34", TO THE POINT OF BEGINNING.

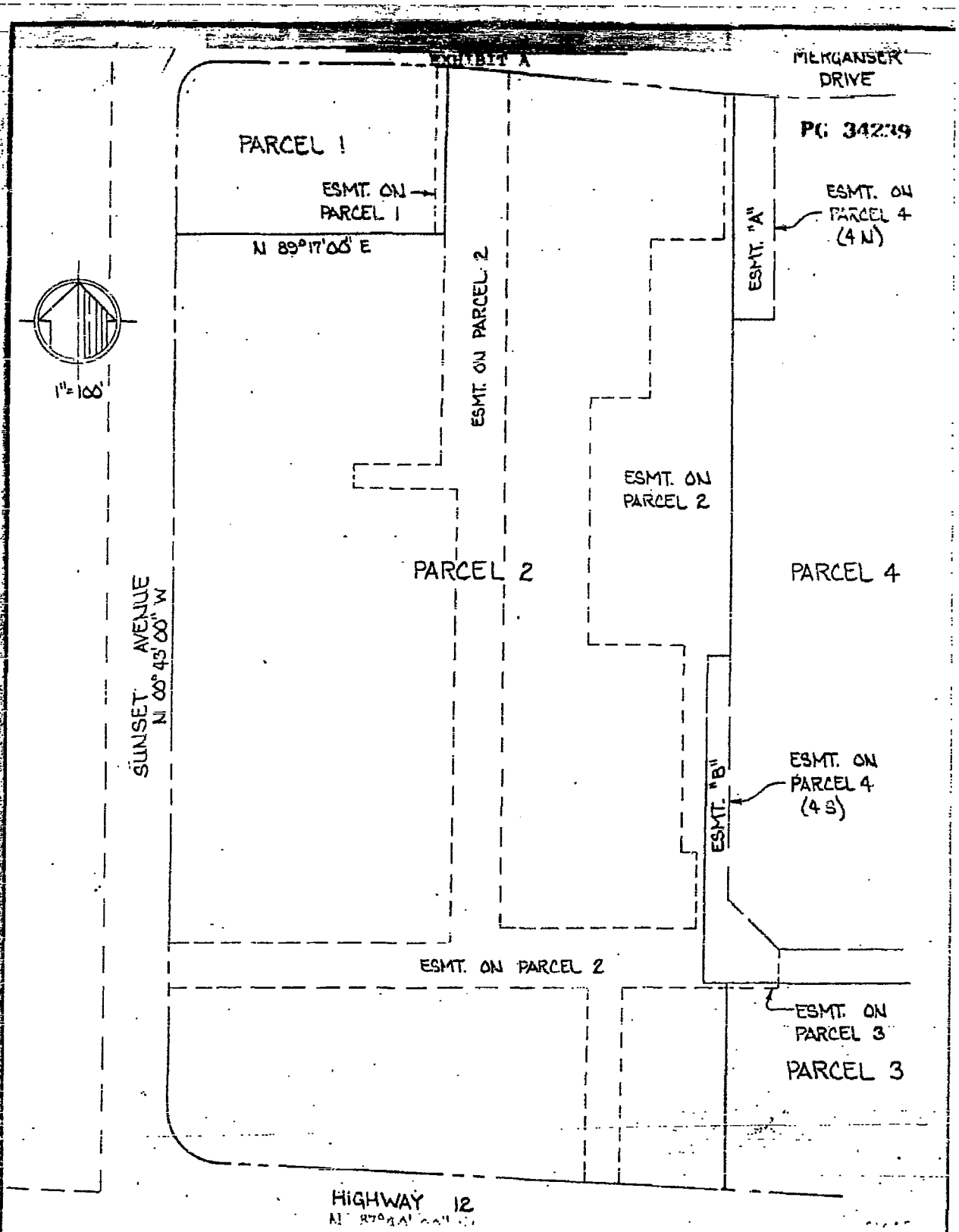
CONTAINING 0.165 ACRES, MORE OR LESS.

EASEMENT 4S

BEGINNING AT A POINT, SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL 4 ON SAID PARCEL MAP, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 4, NORTH 00° 43' 00" WEST, 290.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF EASEMENT "B" AS SHOWN ON SAID PARCEL MAP; THENCE EASTERLY ALONG THE BOUNDARY OF SAID PARCEL 4 AND SAID EASEMENT "B", NORTH 89° 17' 00" EAST, 20.00 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID EASEMENT "B"; THENCE SOUTHERLY ALONG THE EASTERLY BORDER OF SAID EASEMENT "B", SOUTH 00° 43' 00" EAST, 215.00 FEET; THENCE SOUTH 45° 43' 00" EAST, 63.64 FEET; THENCE SOUTH 00° 43' 00" EAST, 30.00 FEET TO A POINT, SAID POINT LIES ON THE SOUTHERLY BOUNDARY OF SAID PARCEL 4; THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89° 17' 00" WEST, 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.187 ACRES, MORE OR LESS.

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 3 of 10
Order: HUIOL Comment:



Description: Solano,CA Document-Year.DocID 1981.19911 Page: 4 of 10
Order: HUIOL Comment:

STATE OF CALIFORNIA)
) ss.
County of Solano)

PG 34240

On this 16th day of April in the year one thousand nine hundred and eighty-one before me, Georgia L. Mitchum a Notary Public, State of California, duly commissioned and sworn, personally appeared James D. Graham

known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of Solano the day and year in this certificate first above written.

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28, 1983

Georgia L. Mitchum
Notary Public, State of California

My Commission Expires: Juen 28, 1983

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 5 of 10
Order: HUIOL Comment:

ADDENDA "A"

PG 34241

1. The Grantor reserves and retains the right to utilize the surface of the easement to construct and maintain thereon sidewalks, driveways, curbs, gutters, landscaping, plantings and signs and similar minor structures; provided, however, that such use does not interfere wit. or endanger any of Grantee's facilities located in this easement.

2. Grantor reserves and retains the right from time to time in its sole discretion to cause the Grantee to relocate, at Grantor's expense, all of the facilities to be installed by Grantee pursuant to this easement to a location approved by said Grantee, it being understood that in connection with any such relocation the Grantor shall prepare an amendment to this instrument setting forth the revised location of the easement and, after the same has been executed by Grantor and Grantee, shall have it recorded.

3. In its exercise of any of the rights granted hereunder, Grantee shall avoid where reasonably possible any damage to or interference with any structure, installation, or use by Grantor on or of the surface of Parcel 4. Grantee shall at all times exercise its rights granted hereunder in such manner and at such time as will cause the least interference with the surface of or improvements on Parcel 4 and, immediately after any such exercise, Grantee shall cause the surface of and all improvements on Parcel 4 to be restored as nearly as possible to the condition existing prior to the entry by Grantee or its agents and shall remove from Parcel 4 all debris, spoils, and equipment resulting from or used in connection with such exercise.

4. Grantee hereby agrees to defend and indemnify Grantor from any loss, damage, expense, claim or cause of action which may be incurred by or asserted against Grantor as the result of the exercise by Grantee of any of the rights granted herein.

5. In the event the facilities maintained by Grantee pursuant to this easement are abandoned or not used by Grantee for a period of at least one (1) year, then and in such event this easement shall automatically terminate and the Grantee shall release the

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 6 of 10
Order: HUIOL Comment:

rights granted to it hereunder by the execution, acknowledgment and delivery to Grantor of a recordable instrument in a form reasonably satisfactory to the Grantor.

6. Each of the covenants and obligations of Grantee expressed hereinabove are conditions to this Grant of Sanitary Sewer and Water Line Easement.

7. The provisions hereof shall insure to the benefit and bind the parties hereto and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of this 16th day of April, 1981.

SOLANO INVESTORS, a California General Partnership

By: _____

By: _____

By: _____

By its execution of this instrument hereinbelow, Grantee certifies to the Grantor that it is authorized to accept the same and that its covenants and agreements set forth hereinabove, constitute legal and binding obligations of and are enforceable against Grantee, its successors and assigns.

CITY OF SUISUN CITY
an Incorporated Municipality

By: _____

By: _____

Date: May 8, 1981

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 7 of 10
Order: HUIOL Comment:

STATE OF CALIFORNIA)
) ss.
County of Solano)

PG 34243

On this 16th day of April in the year one thousand nine hundred and eight-one before me, Georgia L. Mitchum a Notary Public, State of California, duly commissioned and sworn, personally appeared James D. Graham

known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of Solano the day and year in this certificate first above written..

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 26, 1983

Georgia L. Mitchum
Notary Public, State of California

My Commission Expires: June 26, 1983

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 8 of 10
Order: HUIOL Comment:

CITY OF SUISUN CITY NOTARIZATION

PG 34244

STATE OF CALIFORNIA)
) ss.
County of Solano)

On this 8th day of May in the year one thousand nine hundred and eighty-one, before me, Sharon L. Harris, A Notary Public, State of California, duly commissioned and sworn, personally appeared William G. Jones

known to me to be the Mayor of the City of Suisun City, an incorporated municipality which executed the within instrument and acknowledged to me that such municipality executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of Solano the day and year in this certificate first above written.

OFFICIAL SEAL
SHARON L. HARRIS
Notary Public-California
PRINCIPAL OFFICE IN
SOLANO COUNTY
My Commission Expires July 19, 1982

Sharon L. Harris
NOTARY PUBLIC, State of California

My commission expires: 7/19/82

RESOLUTION NO. 81-15

PG 34245

A RESOLUTION ACCEPTING AN EASEMENT
FROM SOLANO INVESTORS, A GENERAL PARTNERSHIP

WHEREAS, the City of Suisun City does require an easement for public utility purposes on land owned by Solano Investors, a General Partnership; and

WHEREAS, the real property owners have deed-d an easement to the City for said purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun as follows:

1. That the City Council does hereby accept that certain easement deed for public utility purposes. A copy of said deed is attached to this resolution and is incorporated herein as though fully set forth.
2. The City Administrator is directed to have said easement recorded.

CERTIFICATION

I, ANITA L. SKINNER, City Clerk of the City of Suisun City and exofficio clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly introduced, passed and adopted by the said City Council at a regular meeting thereof on Tuesday April 21, 1981, by the following vote:

AYES: COUNCILMEN BARACOSA, COLLA, JONES, MC CLELLAND

NOES: COUNCILMEN NONE

ABSENT: COUNCILMEN BUCK

WITNESS my hand and the seal of said City this 8th day of May 1981.

Anita L. Skinner
CITY CLERK

Description: Solano,CA Document-Year.DocID 1981.19911 Page: 10 of 10
Order: HUIOL Comment:

82-2111 2-78 REV.

AFTER RECORDING
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
77 Beale Street
San Francisco, California 94106
Attn: Title Administration Unit

Location: City/Uninc.

Recording Fee

Documentary Transfer Tax $ —0—

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

FOR RECORDER'S USE ONLY PG 65076

Recorded At Request Of
P.G.&E.
at 57 min. past 9 A M.
BOOK SEP. 3 1981

37567

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

$ 10.00 PD. Recorder

EASEMENT

SOLANO INVESTORS, a partnership composed of James C. Belda, III and James D. Graham

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Suisun City County of Solano, State of California, described as follows:

APN: 173:010:14

Parcel 4 as shown upon the parcel map filed for record in Book 19 of Parcel Maps at Page 15, Solano County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strips of land of the uniform width of 10 feet the center lines of which are delineated by the heavy dashed lines shown upon the prints of second party's Drawing No. A-5-1-30W, Sheets 1 of 4 and 2 of 4 attached hereto and made a part hereof.

P.G.&E. CO. COPY

Second party shall be liable to first party for and indemnify first party against any and all loss and liability which may result to first party from any negligent act or omission of second party in the exercise by it of its rights hereunder.

By the acceptance of this document second party agrees to relocate said facilities across said premises upon the request of first party so to do, providing there be a reasonable basis for said request providing first party at the same time to grant to second party all rights second party may deem necessary to effect said relocation and also providing first party pay to second party the actual cost of said relocation.

Description: Solano,CA Document-Year.DocID 1981.37567 Page: 2 of 8
Order: HUIOL Comment:

PG 65078

First party shall not erect or construct any building or other structure or drill or operate any well within the strips of land hereinbefore described.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 3rd day of September, 19 81

SOLANO INVESTORS

JAMES C. BELDA, III, Partner

JAMES D. GRAHAM, Partner

Executed in the presence of:

WITNESS

SACTO GM 413929
A-5-1-30W, Sht. 1 of 4 & 2 of 4, T=11=3-4
T5N, R1W, MDB&M
PROJ. SEC. 30 SE1/4 OF SW1/4
6-26-81

Prepared AS

Checked DWC/WEB

FOR NOTARY'S USE ONLY

STATE OF CALIFORNIA,
County of Solano } ss.

On this 3rd day of September in the year one thousand nine hundred and eighty-one before me, Georgia L. Mitchum, a Notary Public, State of California, duly commissioned and sworn, personally appeared James C. Belda III and James D. Graham

known to me to be ~~one of~~ the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

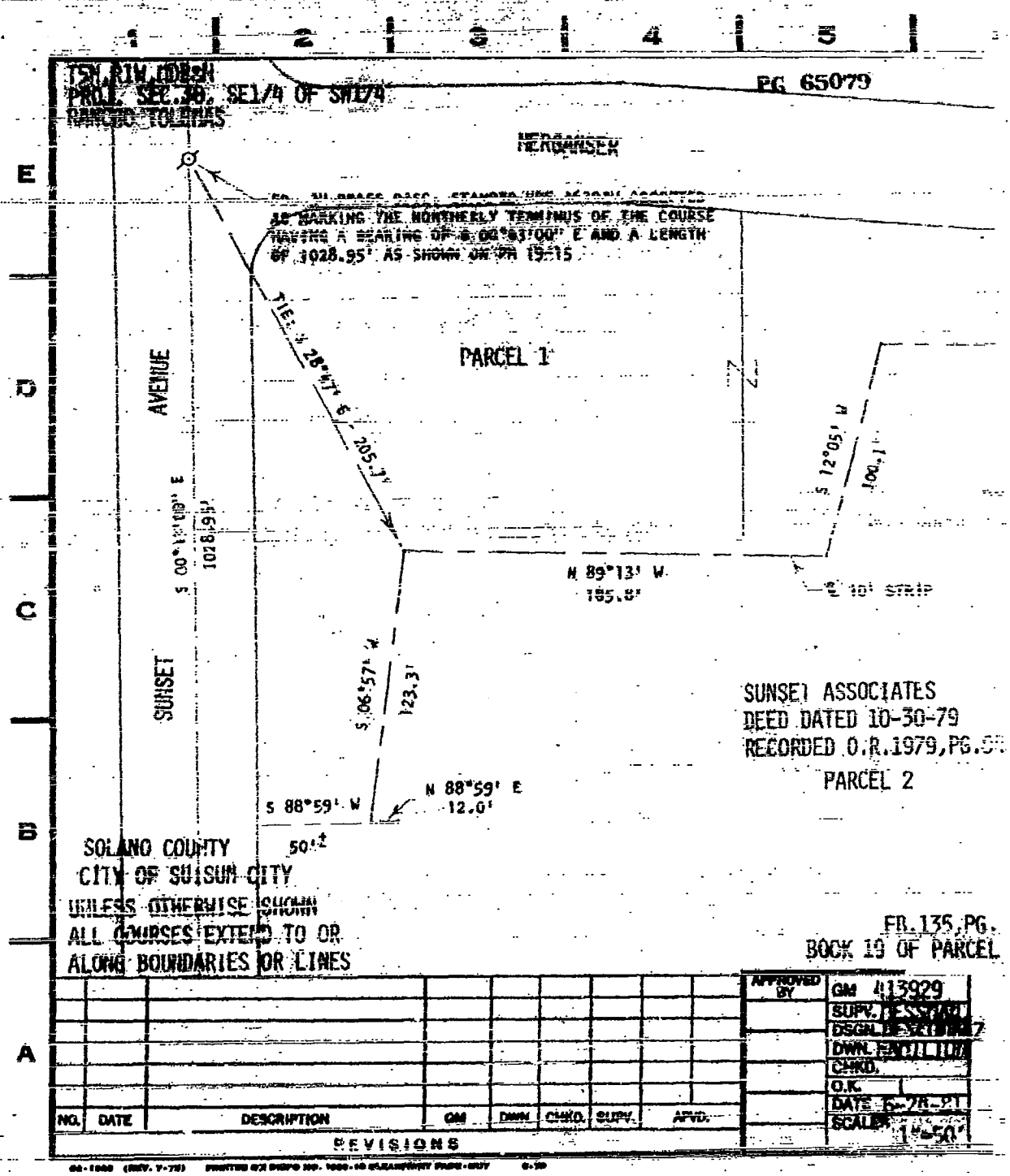
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of Solano the day and year in this certificate first above written.

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28, 1983

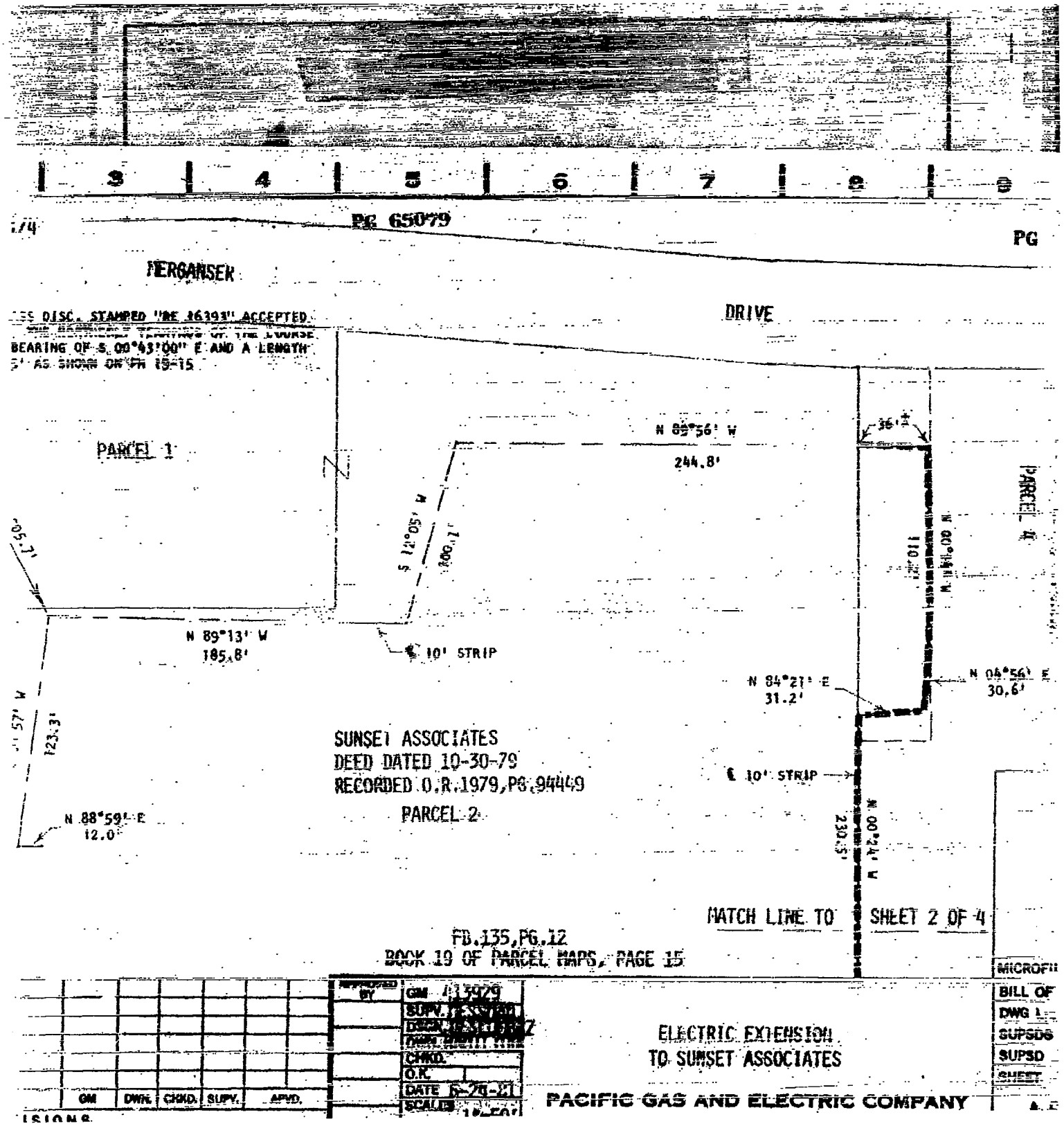
Notary Public, State of California.

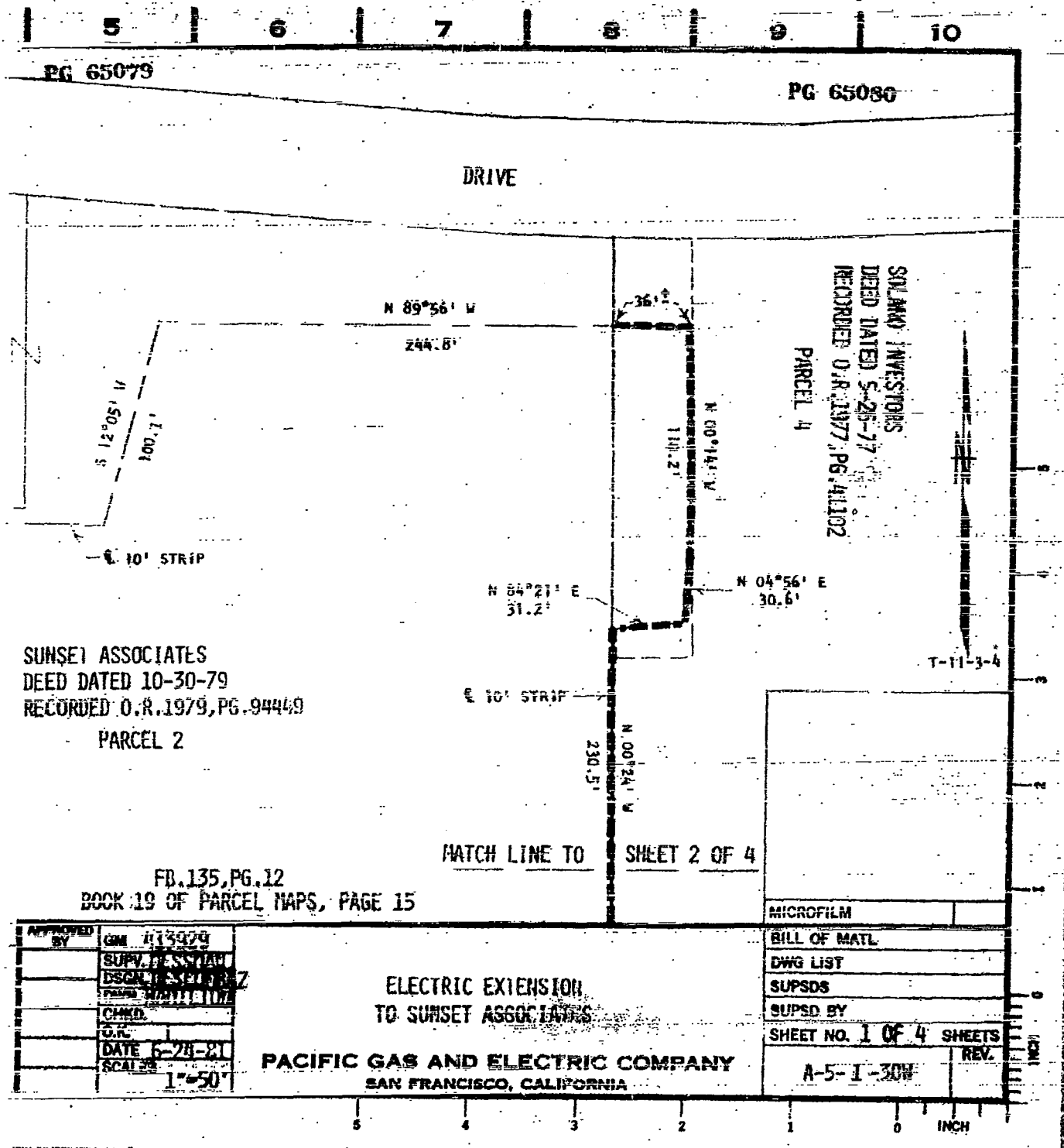
My Commission Expires June 28, 1983

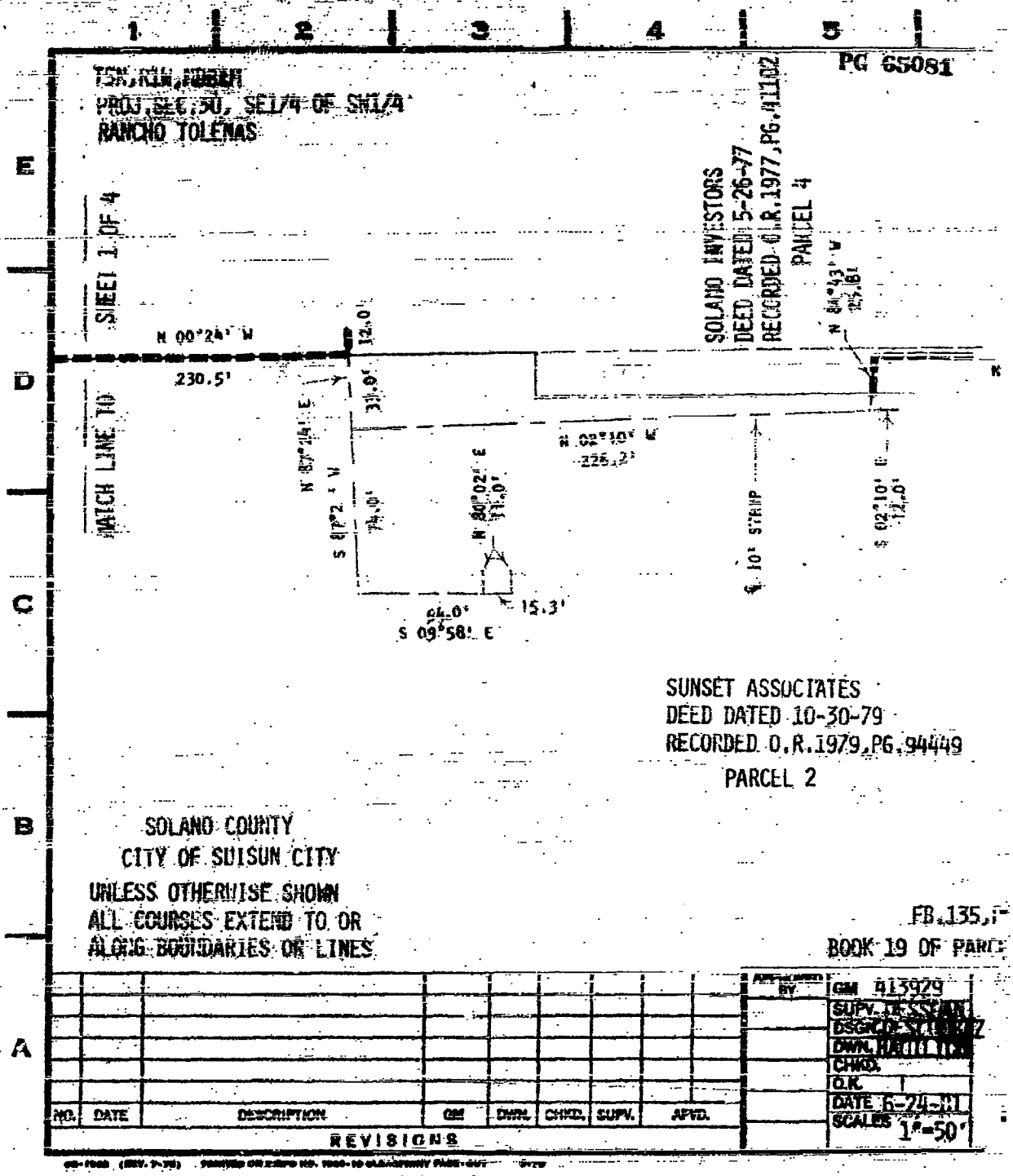
Cowdery's Form No. 29—(Acknowledgment—Partnership)
(C. C. Sec. 1190)
PTD 12/74

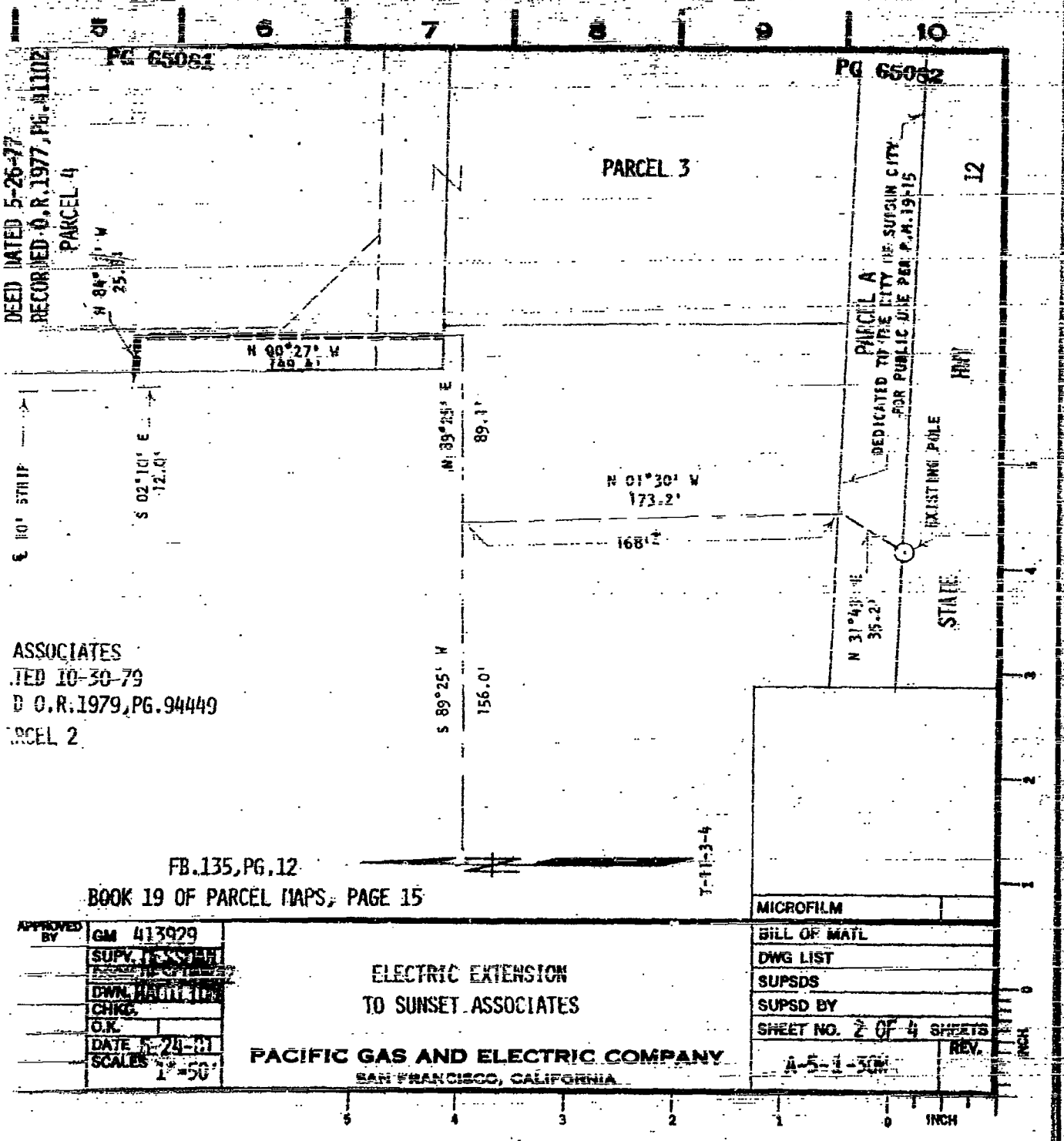


T5N,R1W,MDB&M
PROJ. SEC.30, SE1/4 OF SW1/4
RANCHO TOLENAS
PG 65079
MERGANSER
AS MARKING THE NORTHERLY TERMINUS OF THE COURSE HAVING A BEARING OF S 00°03'00" E AND A LENGTH OF 1028.95' AS SHOWN ON PM 19-15
PARCEL 1
AVENUE
SUNSET
S 00°13'00" E
1028.95'
S 12°05' W
100.1'
N 89°13' W
185.8'
10' STRIP
S 06°57' W
123.3'
SUNSET ASSOCIATES
DEED DATED 10-30-79
RECORDED O.R.1979,PG.
PARCEL 2
S 88°59' W
N 88°59' E
12.0'
50'±
SOLANO COUNTY
CITY OF SUISUN CITY
UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR
ALONG BOUNDARIES OR LINES
FB.135,PG.
BOOK 19 OF PARCEL
APPROVED BY
GM 413929
SUPV.
DSGN.
DWN.
CHKD.
O.K.
DATE
SCALE 1"=50'
NO.
DATE
DESCRIPTION
GM
DWN
CHKD.
SUPV.
APVD.
REVISIONS


3
4
5
6
7
8
9
PG 65079
PG
MERGANSER
DRIVE
BEARING OF S 00°43'00" E AND A LENGTH
PARCEL 1
N 89°56' W
244.8'
36'±
PARCEL 4
N 89°13' W
185.8'
10' STRIP
N 84°21' E
31.2'
N 04°56' E
30.6'
SUNSET ASSOCIATES
DEED DATED 10-30-79
RECORDED O.R.1979,PG.94449
PARCEL 2
10' STRIP
N 88°59' E
12.0'
230.5'
MATCH LINE TO SHEET 2 OF 4
FB.135,PG.12
BOOK 19 OF PARCEL MAPS, PAGE 15
GM
DWN.
CHKD.
SUPV.
APVD.
CHKD.
O.K.
DATE
SCALE
ELECTRIC EXTENSION
TO SUNSET ASSOCIATES
PACIFIC GAS AND ELECTRIC COMPANY
MICROFI
BILL OF
DWG
SUPSDS
SUPSD
SHEET


5
6
7
8
9
10
PG 65079
PG 65080
DRIVE
N 89°56' W
244.8'
36'±
N 00°14' W
110.2'
SOLANO INVESTORS
DEED DATED 5-25-77
RECORDED O.R.1977,PG.41102
PARCEL 4
S 12°50' W
100.7'
℄ 10' STRIP
N 84°21' E
31.2'
N 04°56' E
30.6'
T-11-3-4
SUNSET ASSOCIATES
DEED DATED 10-30-79
RECORDED O.R.1979,PG.94449
PARCEL 2
℄ 10' STRIP
N 00°24' W
230.5'
MATCH LINE TO SHEET 2 OF 4
FB.135,PG.12
BOOK 19 OF PARCEL MAPS, PAGE 15
MICROFILM
BILL OF MATL
DWG LIST
SUPSDS
SUPSD BY
SHEET NO. 1 OF 4 SHEETS
REV.
A-5-I-30W
APPROVED BY
GM
SUPV.
DSGN.
CHKD.
O.K.
DATE 6-28-81
SCALE 1"=50'
ELECTRIC EXTENSION
TO SUNSET ASSOCIATES
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA
INCH


PG 65081
PROJ.SEC.30, SE1/4 OF SW1/4
RANCHO TOLENAS
SHEET 1 OF 4
MATCH LINE TO
SOLANO INVESTORS
DEED DATED 5-26-77
RECORDED O.R.1977,PG.41102
PARCEL 4
N 00°24' W
230.5'
12.0'
33.0'
N 87°24' E
S 87°2' W
74.0'
N 80°02' E
11.0'
15.3'
64.0'
S 09°58' E
N 02°10' W
226.2'
℄ 10' STRIP
S 02°10' E
12.0'
SUNSET ASSOCIATES
DEED DATED 10-30-79
RECORDED O.R.1979,PG.94449
PARCEL 2
SOLANO COUNTY
CITY OF SUISUN CITY
UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR
ALONG BOUNDARIES OR LINES
FB.135,
BOOK 19 OF PARC
NO.
DATE
DESCRIPTION
GM
DWN.
CHKD.
SUPV.
APVD.
REVISIONS
GM 413929
SUPV.
DSGN.
DWN.
CHKD.
O.K.
DATE 6-24-81
SCALES 1"=50'



Description: Solano,CA Document-Year.DocID 1981.37567 Page: 8 of 8
Order: HUIOL Comment:

62-3111 2-72 REV.

AFTER RECORDING RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department
77 Beale Street
San Francisco, California 94106
Attn: Title Administration Unit

Location: City/Uninc.
Recording Fee
Documentary Transfer Tax $ —0—
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of Declarant or Agent determining tax

FOR RECORDER'S USE ONLY PG 65083

37568 Recorded At Request Of P.G.&E.
at 58 min. past 9 A M.
BOOK SEP. 3 1981
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
Ronald J. Azevedo
$ 1.00 PD. Recorder
10

EASEMENT

SOLANO INVESTORS, a partnership composed of James C. Belda, III and James D. Graham

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Solano City County of Solano, State of California, described as follows:

APN: 173:010:14

Parcel 4 as shown upon the parcel map filed for record in Book 19 of Parcel Maps at Page 15, Solano County Records.

Said facilities shall consist of:

One or more underground pipes with suitable service pipes and connections, as second party deems necessary, for the conveyance of gas located within the strip of land of the uniform width of 10 feet the center line of which is delineated by the heavy dashed line shown upon the prints of second party's Drawing No. A-5-1-30W, Sheets 3 of 4 and 4 of 4 attached hereto and made a part hereof.

P.G.& E. CO. COPY

Second party shall be liable to first party for and indemnify first party against any and all loss and liability which may result to first party from any negligent act or omission of second party in the exercise by it of its rights hereunder.

By the acceptance of this document second party agrees to relocate said facilities across said premises upon the request of first party so to do, providing there be a reasonable basis for said request providing first party at the same time to grant to second party all rights second party may deem necessary to effect said relocation and also providing first party pay to second party the actual cost of said relocation.

Description: Solano,CA Document-Year.DocID 1981.37568 Page: 2 of 7
Order: HUIOL Comment:

SHEET B

PG 65085

First party shall not erect or construct any building or other structure or drill or operate any well within the strip of land hereinbefore described.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 3rd day of September, 1981

SOLANO INVESTORS

James C. Belda

JAMES C. BELDA, III

James D. Graham

JAMES D. GRAHAM

Executed in the presence of:

WITNESS

SACTO WO 41080
A-5-1-30W, Sht. 3 of 4 & 4 of 4, 2778-F3
T5N, R1W, MDBEM
PROJ. SEC. 30 SE1/4 OF SW1/4
6-26-81

Prepared AS

Checked DWC/WEB

FOR NOTARY'S USE ONLY

STATE OF CALIFORNIA, } ss.
County of Solano

On this 3rd day of September in the year one thousand nine hundred and eighty-one before me, Georgia L. Mitchum, a Notary Public, State of California, duly commissioned and sworn, personally appeared James C. Belda III and James D. Graham

known to me to be ~~one of~~ the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in County of Solano the day and year in this certificate first above written.

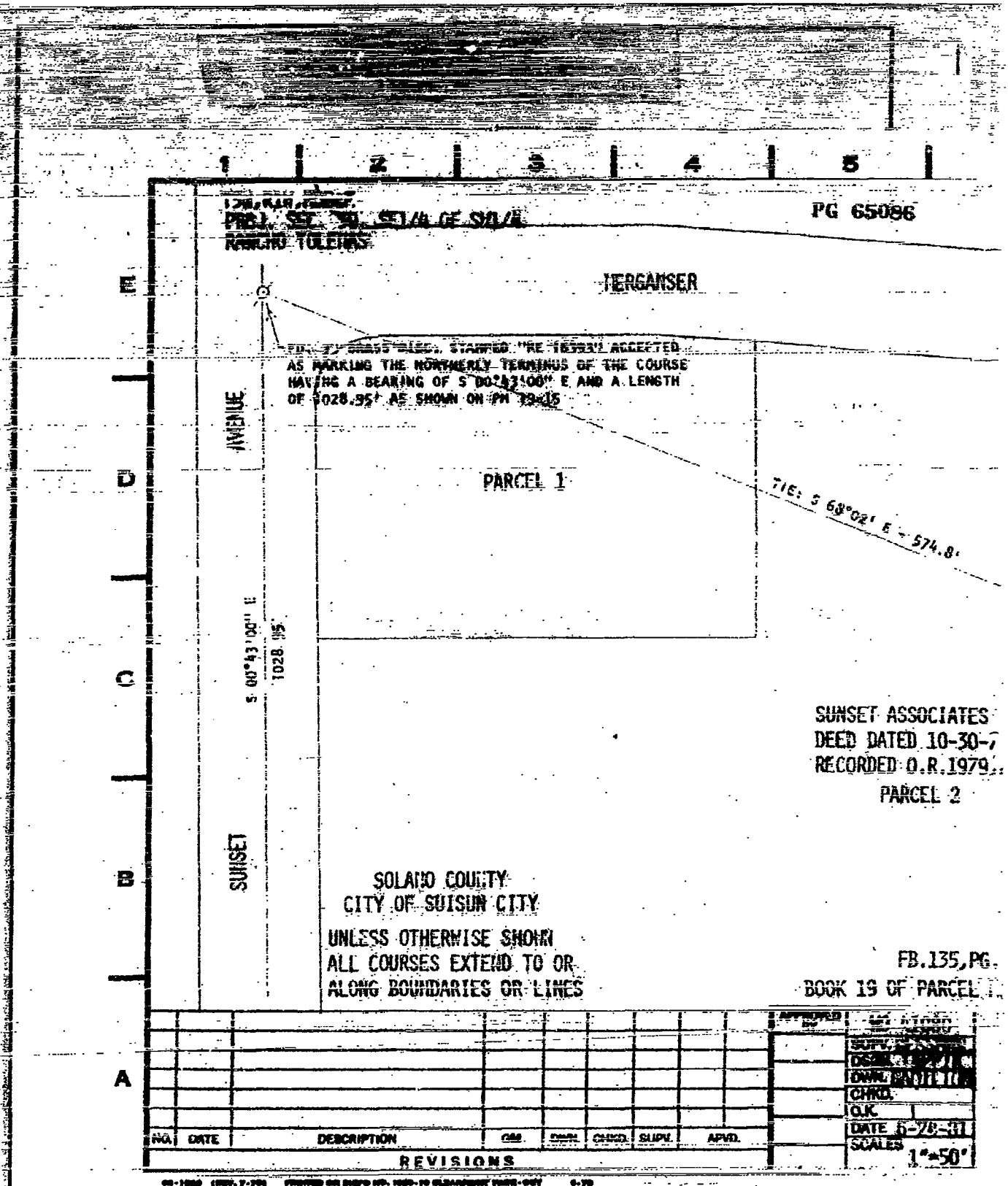
OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28, 1983

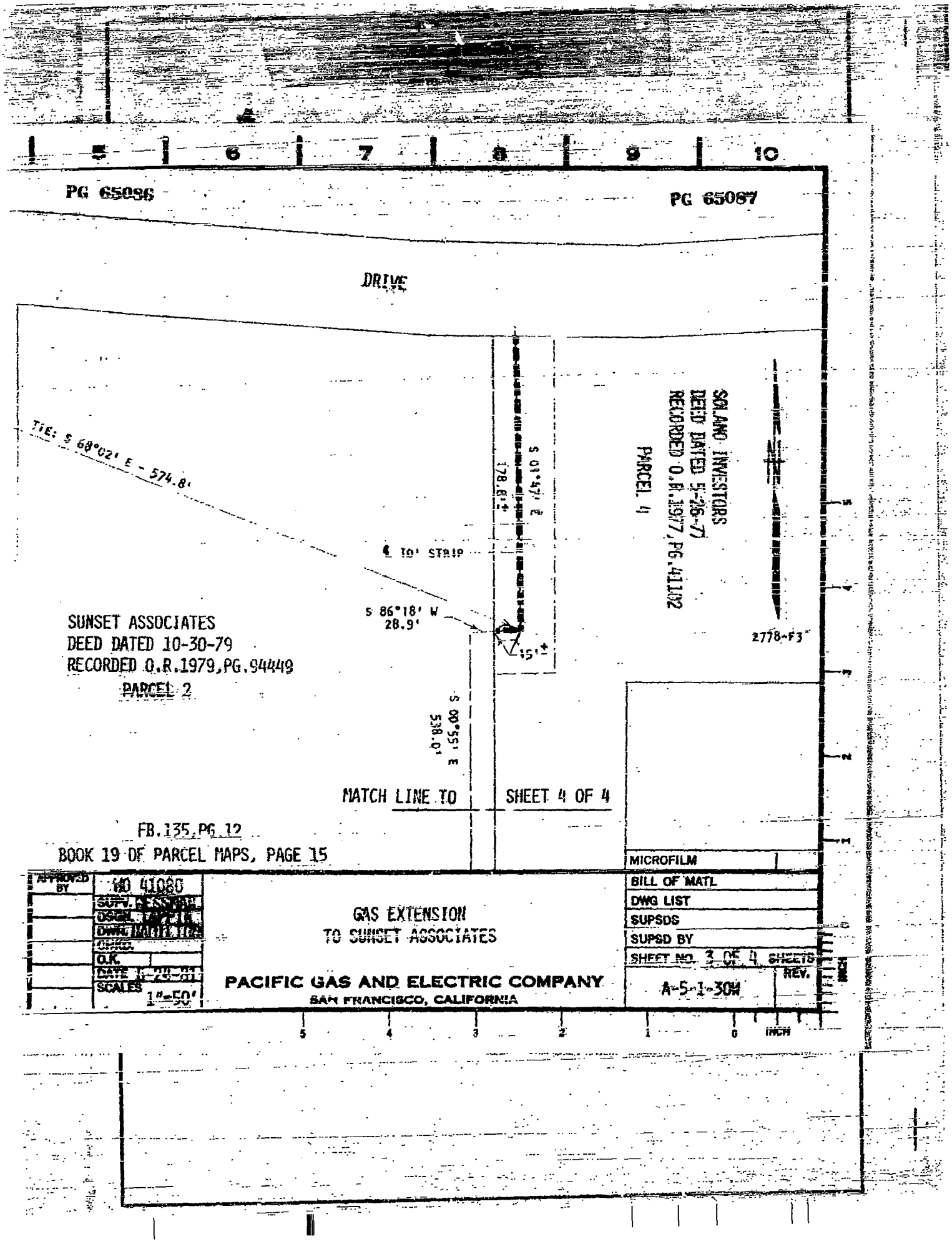
Georgia L. Mitchum
Notary Public, State of California.

My Commission Expires June 28, 1983

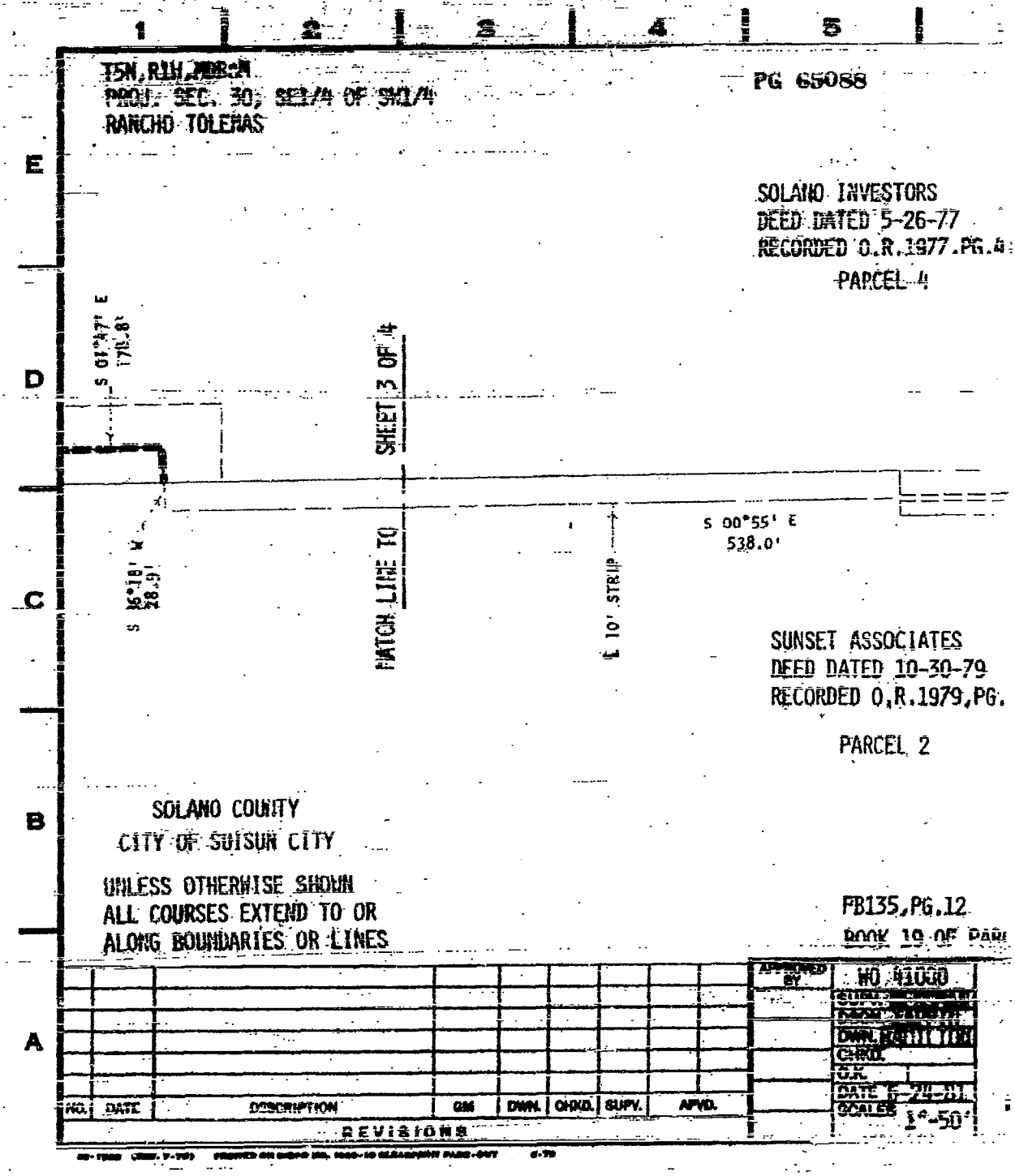
Cowdery's Form No. 29—(Acknowledgment—Partnership)
(C. C. Sec. 1189) PTD 12/74

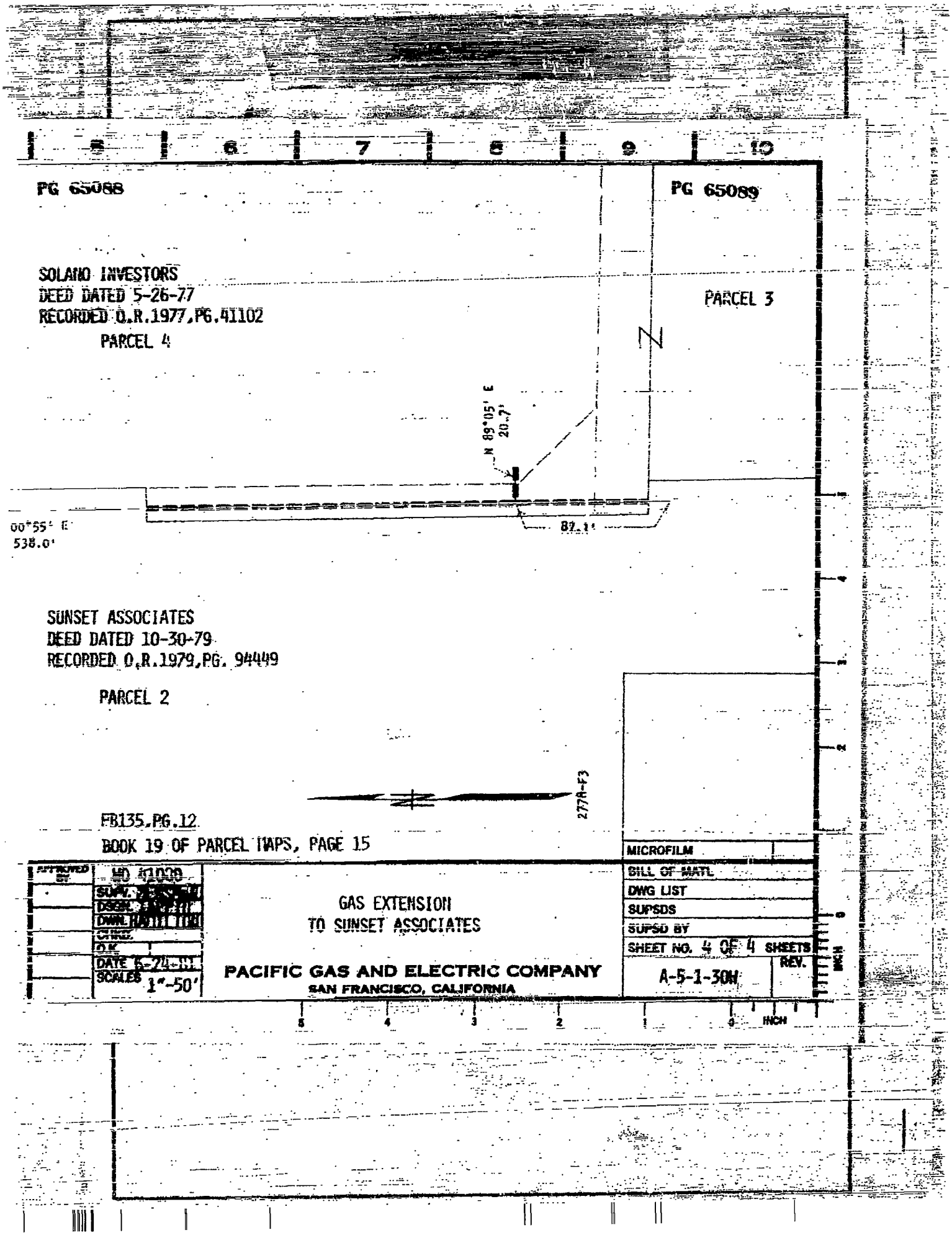
Description: Solano,CA Document-Year.DocID 1981.37568 Page: 3 of 7
Order: HUIOL Comment:


PG 65086
MERGANSER
AVENUE
PARCEL 1
TIE: S 68°02' E - 574.8'
S 00°43'00" E
1028.95'
SUNSET
SUNSET ASSOCIATES
DEED DATED 10-30-7
RECORDED O.R.1979
PARCEL 2
SOLANO COUNTY
CITY OF SUISUN CITY
UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR
ALONG BOUNDARIES OR LINES
FB.135,PG.
BOOK 19 OF PARCEL
NO.
DATE
DESCRIPTION
GM.
DWN.
CHKD.
SUPV.
APVD.
REVISIONS
APPROVED
SUPV.
DWN.
CHKD.
O.K.
DATE 6-28-81
SCALES 1"=50'



Description: Solano,CA Document-Year.DocID 1981.37568 Page: 5 of 7
Order: HUIOL Comment:


1
2
3
4
5
T5N, R1W, MDB&M
PROJ. SEC. 30, SE1/4 OF SW1/4
RANCHO TOLENAS
PG 65088
E
SOLANO INVESTORS
DEED DATED 5-26-77
RECORDED O.R.1977.PG.4
PARCEL 4
D
S 01°47' E
170.8'
SHEET 3 OF 4
C
S 86°18' W
28.9'
MATCH LINE TO
10' STRIP
S 00°55' E
538.0'
SUNSET ASSOCIATES
DEED DATED 10-30-79
RECORDED O.R.1979,PG.
PARCEL 2
B
SOLANO COUNTY
CITY OF SUISUN CITY
UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR
ALONG BOUNDARIES OR LINES
FB135,PG.12
BOOK 10 OF PAR
A
NO. DATE DESCRIPTION GM DWN. CHKD. SUPV. APVD.
REVISIONS
APPROVED BY
NO 41030
DWN.
CHKD.
DATE
SCALE 1"=50'



Description: Solano,CA Document-Year.DocID 1981.37568 Page: 7 of 7
Order: HUIOL Comment:

When Recorded Return To:

City Clerk of Suisun City
City Hall
701 Cedar Street
Suisun City, Calif. 94585

PG112571

(For Recorders Use)

AGREEMENT AND COVENANT TO ENTER INTO
ASSESSMENT DISTRICT

The undersigned as owners of that parcel of land located in Suisun City, Solano County, California and more particularly described as:

Parcel 4, as shown on the map entitled: "Parcel Map 1610-108 for Sunset shopping center", recorded October 12, 1979 in Book 19 of Parcel Maps, Page 15, Solano County Records.

Agree and covenant as a condition to being granted a tentative and final parcel map by the City of Suisun City on this property that they and any successors, assigns or other subsequent owners of this parcel, or any portion thereof, shall enter into or become a part of any assessment district created to bring about frontage improvements of State Route 12 in the vicinity of this property.

This Agreement shall be recorded in the Official Records of the County Recorder of Solano County and shall constitute a lien or potential lien against this property until such time as an assessment district is actually created.

Dated:

James D. Graham, President
California Land Resources Inc., General Partner of CAL-LAND Investors, a California Limited Partnership

James C. Belda
Solano Investors: A General Partnership

THIS INSTRUMENT IS FILED FOR RECORD BY SOLANO TITLE INSURANCE COMPANY OF SOLANO COUNTY AS AN ACCOMMODATION ONLY AND HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR ITS EFFECT ON THE TITLE

61965

STATE OF CALIFORNIA

County of Solano } SS

On September 29, 1986, before me, the undersigned, a Notary Public in and for said State, Personally appeared James D. Graham and James C. Belda, General Partners of the above named partnerships

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Signature Georgia L. Mitchum

Georgia L. Mitchum
Name (Typed or Printed)

OFFICIAL SEAL
GEORGIA L. MITCHUM
NOTARY PUBLIC-CALIFORNIA
Principal Office in SOLANO County
My Commission Expires June 28, 1987

Description: Solano,CA Document-Year.DocID 1986.54567 Page: 1 of 2
Order: HUIOL Comment:

PG112572

54567

Recorded At Request Of
SAFECO TITLE INSURANCE COMPANY

at ____ min. past ____ M.

BOOK SEP. 30 1986

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

Ronald J. Azevedo
PD Recorder

OWNER'S STATEMENT

THE UNDERSIGNED DO HEREBY STATE THAT THEY ARE THE ONLY ENTITY HAVING ANY RECORD TITLE INTEREST IN ALL OF THE LAND DELINEATED WITHIN THE DISTINCTIVE BORDER UPON SHEET 2 OF 2 OF THAT CERTAIN MAP ENTITLED "PARCEL MAP OF CAL-LAND INVESTORS", SUISUN CITY, SOLANO COUNTY, CALIFORNIA, THIS STATEMENT BEING ON SHEET 1 OF 2 SHEETS. OF SAID MAP, AND THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP; THAT SAID MAP PARTICULARLY SETS FORTH THE DIMENSIONS OF ALL PARCELS INTENDED FOR SALE; AND EACH PARCEL IS DESIGNATED HEREIN BY A NUMBER. THE SAME UNDERSIGNED HEREBY DECLARE THE PARCEL OF LAND DESIGNATED HEREON AS A 35' WIDE PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT AND A 30' WIDE PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT SHALL BE FOR THE BENEFIT OF AND MAY BE USED BY ALL PERSONS WHO MAY HEREINAFTER BECOME OWNERS OF LAND HEREON DESIGNATED WITHIN THE DISTINCTIVE BORDER OF THIS MAP OR ANY PART OR PORTION THEREOF. SAID ACCESS AND UTILITY EASEMENT SHALL BE FOR THE PURPOSES OF INGRESS THERETO AND EGRESS THEREFROM, AND CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES. SAID ACCESS EASEMENT SHALL BE PRIVATELY MAINTAINED.

IN WITNESS THEREOF, THE UNDERSIGNED HAVE CAUSED HIS NAME TO BE SUBSCRIBED ON THIS 23RD DAY OF September, 1996.

CAL-LAND INVESTORS
A LIMITED PARTNERSHIP

JAMES D. GRAHAM, PRESIDENT
CALIFORNIA LAND RESOURCES, INC.
GENERAL PARTNER

NOTARY CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF SOLANO)

ON September 23, 1996 BEFORE ME, Jessica Santos A NOTARY PUBLIC, PERSONALLY APPEARED James D. Graham KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

Comm.# 988181
Exp. 3/17/97

DIRECTOR OF PLANNING STATEMENT

THIS MAP HAS BEEN EXAMINED THIS 2nd DAY OF October 1996, AND CONFORMS TO THE TENTATIVE MAP REVIEWED AND APPROVED OR CONDITIONALLY APPROVED ON SEPTEMBER 3, 1996.

DATED: 10-2-96

BARRY MUNOWITCH, SENIOR PLANNER
CITY OF SUISUN CITY
SOLANO COUNTY, CALIFORNIA

COUNTY TAX COLLECTOR'S CERTIFICATE

I, VIRGINIA RYAN, COUNTY TAX COLLECTOR OF SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

I ALSO CERTIFY THAT A GOOD AND SUFFICIENT BOND TO THE BENEFIT OF SOLANO COUNTY HAS BEEN FILED WITH THIS OFFICE IN THE SUM OF $ 21,99[illegible] WHICH IS THE AMOUNT ESTIMATED BY THE ASSESSOR OF SOLANO COUNTY AS BEING A LIEN, BUT NOT YET PAYABLE FOR TAXES AND SPECIAL ASSESSMENTS AGAINST THE LAND CONSTITUTING THIS SUBDIVISION; AND THAT ALL CERTIFICATES REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE HAVE BEEN FILED.

DATED: 10-2-96
FILE # 96/97 PM-20
THIS STATEMENT VOID AFTER 2-28-97.

VIRGINIA RYAN
COUNTY TAX COLLECTOR OF SOLANO COUNTY
STATE OF CALIFORNIA

BY: Cathy Martin
DEPUTY

SUISUN-SOLANO WATER AUTHORITY

THE SUISUN-SOLANO WATER AUTHORITY HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP. THE CERTIFICATION OF THIS PARCEL MAP DOES NOT, UNLESS OTHERWISE INDICATED IN WRITING, CONSTITUTE A STIPULATION OR AGREEMENT AS TO AN AGREED BOUNDARY, AS TO THE CORRECTNESS OF THE SURVEY DATA INVOLVED ON THIS MAP, OR PERMISSION TO OCCUPY OR UTILIZE ANY INTEREST IN REAL PROPERTY POSSESSED BY THE AUTHORITY. A SEPARATE WRITTEN AGREEMENT MUST BE ENTERED INTO IN REGARD TO USE OF SUCH INTEREST IN REAL PROPERTY.

DATED: 9-17-96

ROBERT L. ISAAC, MANAGER

DEDICATION ACCEPTANCE CERTIFICATE

I, GEORGE R. HICKS, JR., PUBLIC WORKS DIRECTOR OF THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DO HEREBY ACCEPT ON BEHALF OF THE CITY OF SUISUN CITY OFFERS OF DEDICATION IN THE OWNER'S CERTIFICATE HEREON.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 2ND DAY OF OCTOBER, 1996.

DATED: 10/02/96

REGISTERED PROFESSIONAL ENGINEER GEORGE R. HICKS RCE 47391 EXP. 12/31/97 CIVIL STATE OF CALIFORNIA

GEORGE R. HICKS, JR.
RCE 47391 (EXPIRES DECEMBER 31, 1997)
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF SUISUN CITY, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DENNIS D. RINEHART, ACTING CITY SURVEYOR OF THE CITY OF SUISUN CITY, SOLANO COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND SAID MAP IS TECHNICALLY CORRECT.

DATED: 10/1/96 10-1-96

REGISTERED PROFESSIONAL ENGINEER DENNIS D. RINEHART No. 32110 EXPIRES 12/31/96 CIVIL STATE OF CALIFORNIA

DENNIS D. RINEHART, RCE 32110
ACTING CITY SURVEYOR, CITY OF SUISUN CITY
SOLANO COUNTY, CALIFORNIA
EXPIRES 12/31/96

ENGINEER'S CERTIFICATE

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE OWNER IN SEPTEMBER 1996. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. THAT THE EXISTING MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ALL BEARINGS OF THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE II. THE BASIS OF BEARINGS SHOWN ON THIS MAP IS THE BEARING N87°47'00"W BETWEEN THE TWO 3/4" IRON PIPES (TAGGED RCE 17795) ON THE NORTH LINE OF HIGHWAY 12 AS SHOWN ON THE PARCEL MAP FILED IN BOOK 19 OF PARCEL MAPS AT PAGE 15, SOLANO COUNTY RECORDS.

DATED: Sept 17, 1996

RICHARD J. MORRISSEY, JR.
RCE 21615 (Expires 9-30-97)

CITY ENGINEER'S CERTIFICATE

I, GEORGE R. HICKS, CITY ENGINEER OF THE CITY OF SUISUN CITY, SOLANO COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: 10/02/96

GEORGE R. HICKS, JR.
RCE 47391 (EXPIRES DECEMBER 31, 1997)
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF SUISUN CITY, CALIFORNIA

COUNTY ASSESSOR/RECORDER'S CERTIFICATE

FILED THIS 3rd DAY OF October 1996, AT 8:50 AM IN BOOK 40 OF PARCEL MAPS AT PAGE 21 AT THE REQUEST OF NORTH AMERICAN TITLE CO., INC.
#96-67111

ROBERT BLECHSCHMIDT, COUNTY ASSESSOR/RECORDER IN AND FOR THE COUNTY OF SOLANO, CALIFORNIA

BY: DEPUTY

PARCEL MAP
OF
CAL LAND INVESTORS
A LIMITED PARTNERSHIP

A PORTION OF PARCEL 2 OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 30 OF PARCEL MAPS AT PAGE 22, SOLANO COUNTY RECORDS.

SOLANO COUNTY
CITY OF SUISUN CITY, CALIFORNIA
SEPTEMBER, 1996

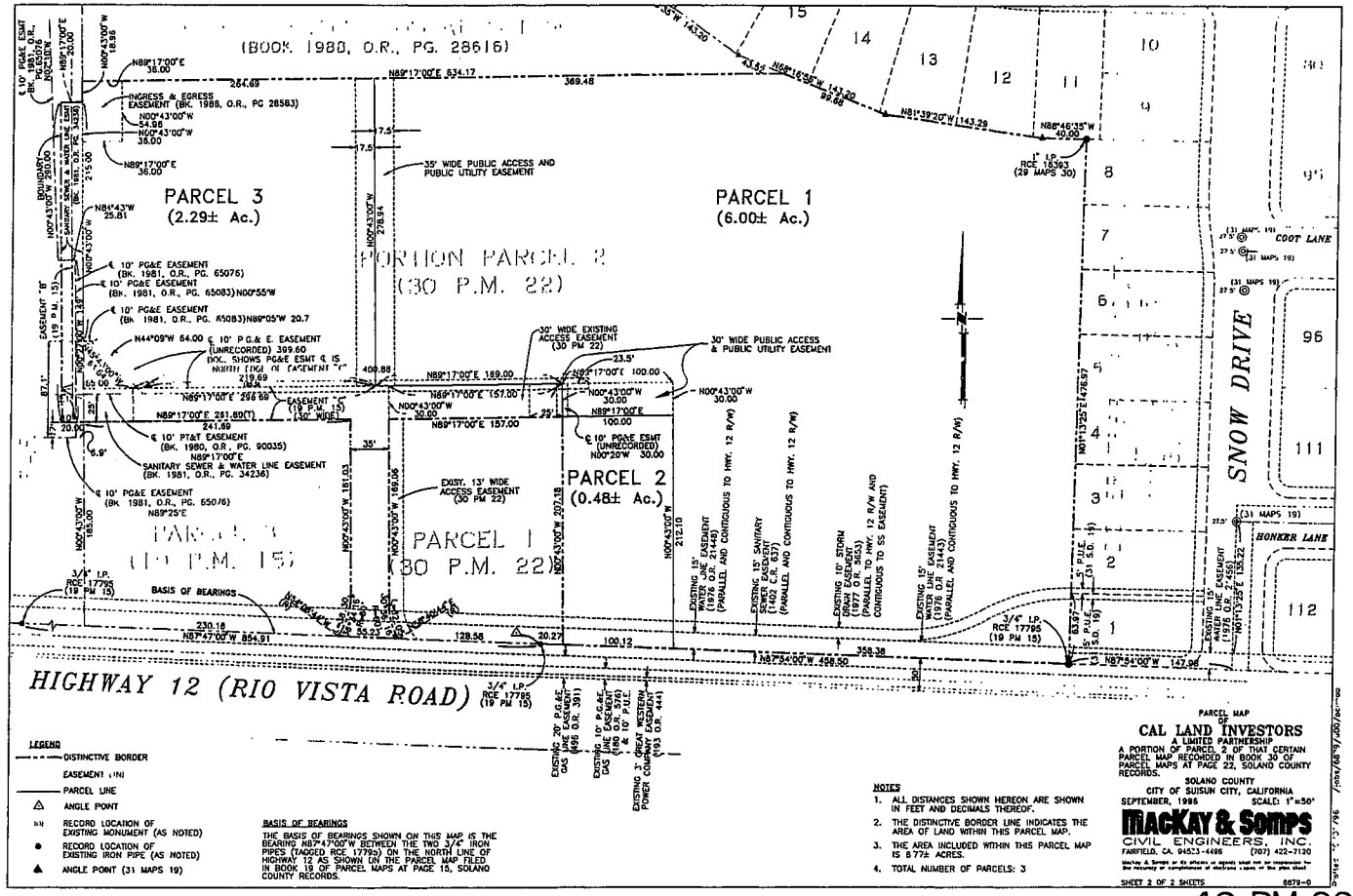
MACKAY & SOMPS
CIVIL ENGINEERS, INC.
FAIRFIELD, CA. 94533-4498 (707) 422-7120

MacKay & Somps or its officers or agents shall not be responsible for the accuracy of compliances of electronic copies of this plan sheet.

SHEET 1 OF 2 SHEETS 6878-0

40 PM 21

Description: Solano,CA Parcel Map 40.21 Page: 1 of 2
Order: HUIOL Comment:



40 PM 22

Description: Solano,CA Parcel Map 40.21 Page: 2 of 2
Order: HUIOL Comment:

RECORDING REQUESTED BY

NORTH AMERICAN TITLE COMPANY
Escrow No. 1122234 Order No. 1122234
AND WHEN RECORDED MAIL TO

Name REDEVELOPMENT AGENCY OF THE
Street CITY OF SUISUN CITY
Address 701 Civic Center Blvd.
Suisun City, CA 94585
City & State

1996-00067362
Recorded By: NORTH AMERICAN
Official Records
County of Solano
Robert Blechschmidt
Assessor/Recorder

06 RecFee
SurMon
NoPCOR
IncFee
DTTax
PL $. 0
OvrSht

08:00 04-OCT-96 AR03 4 Pgs

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTNERSHIP GRANT DEED

A.P.N. 173-390-12

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ 0.00 . City Transfer Tax is $_____.
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (x) City of Suisun City, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.
Cal-Land Investors

a Limited partnership organized under the laws of the State of California
hereby GRANT(S) to Redevelopment Agency of The City of Suisun City, a Public Body, Corporate and Politic, of the State of California

the following described real property in the City of Suisun City
County of Solano, State of California:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

Dated: September 23, 1996

Cal-Land Investors a Limited partnership
By: California Land Resources, Inc. General Partner
By: James D. Graham President
Partner

By _____
Partner

STATE OF CALIFORNIA }SS.
COUNTY OF Solano }
On September 23, 1996 before me,
Jessica Santos "Notary Public" personally appeared
* James D. Graham *

personally known to me (or 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.

WITNESS my hand and official seal.
Signature Jessica Santos

Jessica Santos
Comm #988181
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
Comm. Expires March 17, 1997
3-17-97

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: SAME AS ABOVE
NAME ADDRESS CITY, STATE & ZIP

EXHIBIT "A"

DESCRIPTION:

The land referred to herein is situated in the State of California, County of SOLANO, City of SUISUN CITY, and is described as follows:

PARCEL ONE:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA ON October 3, 1996, IN BOOK 40 OF PARCEL MAPS, AT PAGE 25.

RESERVING THEREFROM:

AN EASEMENT (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL 3, OF PARCEL MAP FILED Oct. 3, 1996 IN BOOK 40 OF PARCEL MAPS, AT PAGE 25, FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, OVER UNDER AND ACROSS THAT PORTION OF PARCEL 1, ABOVE DESIGNATED AS "35' ACCESS & PUBLIC UTILITY EASEMENT".

ALSO RESERVING THEREFROM:

AN EASEMENT (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL 2, OF PARCEL MAP FILED Oct. 3, 1996 IN BOOK 40 OF PARCEL MAPS, AT PAGE 25, FOR INGRESS AND EGRESS, UTILITIES AND RIGHTS INCIDENTAL THERETO, OVER, UNDER AND ACROSS THAT PORTION OF PARCEL 1, ABOVE DESIGNATED AS "30' WIDE ACCESS & UTILITY EASEMENT".

PARCEL TWO:

AN EASEMENT (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE, FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, OVER, UNDER AND ACROSS THAT PORTION OF PARCEL 3, OF PARCEL MAP FILED Oct. 3, 1996, IN BOOK 40 OF PARCEL MAPS, AT PAGE 25, DESIGNATED AS "35' ACCESS & PUBLIC UTILITY EASEMENT".

PARCEL THREE:

AN EASEMENT (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE, FOR INGRESS AND EGRESS, UTILITIES AND RIGHTS INCIDENTAL THERETO, OVER, UNDER AND ACROSS THAT PORTION OF PARCEL 3, OF PARCEL MAP FILED Oct. 3, 1996, IN BOOK 40 OF PARCEL MAPS, AT PAGE 25, DESIGNATED AS "30' WIDE ACCESS & UTILITY EASEMENT".

PARCEL FOUR:

THE NON-EXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS OVER AND ACROSS EASEMENTS A, B, AND C, AS SET FORTH IN THAT CERTAIN "DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS", RECORDED NOVEMBER 1, 1979, IN BOOK 1979, PAGE 94395, SERIES NO. 56053.

PARCEL FIVE:

THE NON-EXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS AND PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS, OVER AND ACROSS EASEMENTS D AND E, AS SET FORTH IN THAT CERTAIN "SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS", RECORDED MARCH 18, 1988, IN BOOK 1988, PAGE 28571, SERIES NO. 14752.

PORTION OF APN: 173-390-120

RESOLUTION NO. RA96-26

A RESOLUTION OF THE SUISUN CITY REDEVELOPMENT AGENCY AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT A PORTION OF APN 173-390-12 (HIGHWAY 12 AND SUNSET SHOPPING CENTER)

WHEREAS, the Redevelopment Agency of the City of Suisun City (the "Agency") adopted Resolution No. RA89-24 dated September 18, 1989, authorizing the Executive Director to proceed with acquisition of selected parcels within the Suisun City Redevelopment Project Area (the "Project Area") consistent with the purpose and provision s of the Amended and Restated Redevelopment Plan (the "Plan") for the Suisun City Redevelopment Project Area; and

WHEREAS, the Executive Director has negotiated the fair market value of Assessor's Parcel No. 173-390-12 (Highway 12 and Sunset Shopping Center) within the Project Area (the "Acquisition Parcel"); and

WHEREAS, the terms of the purchase of the Acquisition Parcel are set forth in that certain "Agreement for Purchase of Real Property" (the "Purchase Agreement"), a copy of which is on file in the Agency office; and

WHEREAS, purchase of the Acquisition Parcel pursuant to the Purchase Agreement will further the purposes and objectives of the Plan; and

NOW, THEREFORE, BE IT RESOLVED THAT the Redevelopment Agency of the City of Suisun City hereby authorizes the Executive Director to execute on behalf of the Agency, a Purchase Agreement, substantially in the form attached hereto:

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to take all actions required on behalf of the Agency to implement the Purchase Agreement and acquire the Acquisition Parcel consistent with applicable law.

PASSED AND ADOPTED at a regular meeting of the Redevelopment Agency of the City of Suisun City, held, Tuesday, the 16th day of July, 1996, by the following vote:

AYES:	BOARDMEMBERS	Day, Rundlett, Sanchez, Segala, Spering
NOES:	BOARDMEMBERS	None
ABSENT:	BOARDMEMBERS	None
ABSTAIN:	BOARDMEMBERS	None

WITNESS, my hand and seal of said Agency this 16th day of July, 1996.

[illegible] A TRUE AND CORRECT [illegible] ORIGINAL ON FILE IN THIS

7-18-96

[illegible] VENTURA, City Clerk [illegible] Clerk of the Suisun City [illegible] said City.

By: [illegible] City Clerk

Sharon Ventura

SHARON VENTURA, SECRETARY

END OF DOCUMENT

Recording Requested By:
NATCO # 1122234
Return to:
Redevelopment Agency of the City of Suisun City
701 Civic Center Blvd.
Suisun City, Ca. 94585

1997-00074482
Recorded By: 06 RecFee
NORTH AMERICAN SurMon
NoPCOR
Official Records IncFee
County of Solano DTTax
Robert Blechschmidt $. 0
Assessor/Recorder OvrSht

08:00 03-NOV-97 AR21 6 Pgs

List Document Titles Here
Re-recording of Partnership Grant Deed

RECORDING REQUESTED BY

NORTH AMERICAN TITLE COMPANY
Escrow No. 1122234 Order No. 1122234
AND WHEN RECORDED MAIL TO

Name REDEVELOPMENT AGENCY OF THE
Street CITY OF SUISUN CITY
Address 701 Civic Center Blvd.
Suisun City, CA 94585
City & State

1996-00067362
Recorded By: 06 RecFee
NORTH AMERICAN SurMon
NoPCOR
Official Records IncFee
County of Solano DTTax
Robert Blechschmidt PL $. 0
Assessor/Recorder OvrSht

08:00 04-OCT-96 AR03 4 Pgs

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTNERSHIP GRANT DEED A.P.N. 173-390-12

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ 0.00 . City Transfer Tax is $_____.
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (x) City of Suisun City, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.
Cal-Land Investors

a Limited partnership organized under the laws of the State of California
hereby GRANT(S) to Redevelopment Agency of The City of Suisun City, a Public Body, Corporate and Politic, of the State of California

the following described real property in the City of Suisun City
County of Solano, State of California:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

This document is being re-recorded to correct the page number on the legal description regarding the recording of the parcel map.

Dated: September 23, 1996

Cal-Land Investors a Limited partnership
By: California Land Resources, Inc. General Partner

President Partner

By President Partner

STATE OF CALIFORNIA }SS.
COUNTY OF Solano }
On September 23, 1996 before me, Jessica Santos "Notary Public" personally appeared
* James D. Graham *

personally known to me (or 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.

Jessica Santos
Comm #988181
NOTARY PUBLIC CALIFORNIA
SOLANO COUNTY
Comm Expires March 17 1997

3-17-97

WITNESS my hand and official seal.

Signature Jessica Santos

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: SAME AS ABOVE
NAME ADDRESS CITY, STATE & ZIP

State of California

County of Solano

On 10-30-97 (DATE) before me, Deborah E. Duncan (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared James D Graham (NAME(S) OF SIGNER(S))

( ) personally known to me - OR - (✓) 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.

DEBORAH E. DUNCAN
Comm. # 1058407
NOTARY PUBLIC - CALIFORNIA
Solano County
My Comm. Expires June 23, 1999

Comm# 1058407 6-23-99

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

DESCRIPTION OF ATTACHED DOCUMENT

Deed

(DESCRIPTION OF DOCUMENT (OPTIONAL))

State of _____

County of _____

On _____ (DATE) before me, _____ (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared _____ (NAME(S) OF SIGNER(S))

( ) personally known to me - OR - ( ) 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.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

DESCRIPTION OF ATTACHED DOCUMENT

(DESCRIPTION OF DOCUMENT (OPTIONAL))

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NOES:	BOARDMEMBERS	None
ABSENT:	BOARDMEMBERS	None
ABSTAIN:	BOARDMEMBERS	None

WITNESS, my hand and seal of said Agency this 16th day of July, 1996.

Sharon Ventura
SHARON VENTURA, SECRETARY

I HEREBY CERTIFY THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATED: 7-18-96
SHARON M. VENTURA, City Clerk and ex-officio Clerk of the Suisun City Council in and for the said City.
By: [illegible] City Clerk

END OF DOCUMENT

Description: Solano,CA Document-Year.DocID 1997.74482 Page: 6 of 6
Order: suisun Comment: