

CITY COUNCIL  
Lori Wilson, Mayor  
Wanda Williams, Mayor Pro-Tem  
Anthony Adams  
Jane Day  
Michael A. Segala



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, NOVEMBER 17, 2020

5:15 P.M.

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**SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA**

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.*

*PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

*ZOOM MEETING INFORMATION:*

**WEBSITE:** <https://zoom.us/join>

**MEETING ID:** 893 9625 9380

**CALL IN PHONE NUMBER:** (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM*

*(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING*

*BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 5pm) OR*

*VIA WEBSITE OR PHONE APPLICATION, ZOOM.*

#### **ROLL CALL**

Council Members

#### **PUBLIC COMMENT**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

**CONFLICT OF INTEREST NOTIFICATION**

*(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)*

**CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

**1. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

**CONVENE OPEN SESSION**

Announcement of Actions Taken, if any, in Closed Session.

**ADJOURNMENT**

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City (24 hours prior to a Council /Agency/Authority Meeting). Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

***PLEASE NOTE:***

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
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I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of November 17, 2020 was posted and available for review, in compliance with the Brown Act.

CITY COUNCIL  
Lori Wilson, Mayor  
Wanda Williams, Mayor Pro-Tem  
Anthony Adams  
Jane Day  
Michael A. Segala



CITY COUNCIL MEETING  
First and Third Tuesday  
Every Month

## A G E N D A

**REGULAR MEETING OF THE  
SUISUN CITY COUNCIL  
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,  
AND HOUSING AUTHORITY  
TUESDAY, NOVEMBER 17, 2020  
6:30 P.M.**

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**SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA**

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VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press \*9 to raise your hand and \*6 to unmute/mute for public comment.)*

(Next Ord. No. – 777)

(Next City Council Res. No. 2020 – 137)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 02)

(Next Housing Authority Res. No. HA2020 – 02)

DEPARTMENTS: AREA CODE (707)

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FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340  
SUCCESSOR AGENCY 421-7309 FAX 421-7366

**ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

**PUBLIC COMMENT**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

**CONFLICT OF INTEREST NOTIFICATION**

*(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)*

**REPORTS: (Informational items only.)**

1. COVID-19 Update – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
2. ENGIE Update and Presentation of Check - (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com))

**PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

3. Presentation of Retirement Awards to Council Member Michael Segala and City Clerk Linda Hobson– (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).
4. Homeless Outreach Needs Assessment - (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com))

**CONSENT CALENDAR**

*Consent calendar items requiring little or no discussion may be acted upon with one motion.*

**City Council**

5. Council Adoption of Ordinance No. 775: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code (Introduced and Reading Waived on October 20, 2020) – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
6. Council Adoption of Ordinance No. 776: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory (Introduced and Reading Waived on October 20, 2020) – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
7. Council Adoption of Resolution No. 2020-\_\_\_: Amending City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
8. Council Adoption of Resolution No. 2020-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Residential Project at the Northeast Corner of Blossom Avenue and Railroad Avenue - (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).

9. Approve the First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) Effective December 28, 2018 through December 31, 2020; Approve the Second Amendment to the Suisun City Employees Association (SCEA) MOU effective December 28, 2018 through December 31, 2020; Approve the Third Amendment to the Suisun City Management and Professional Employees Association (SCMPEA) MOU Effective December 28, 2018 through December 31, 2020 - (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
  - a. Council Adoption of Resolution No. 2020-\_\_ :- Approving a First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) Effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
  - b. Council Adoption of Resolution No. 2020-\_\_:- Approving a Second Amendment to the Suisun City Employees Association (SCEA) MOU effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
  - c. Council Adoption of Resolution No. 2020-\_\_ :- Approving a Third Amendment to the Suisun City Management and Professional Employees Association (SCMPEA) MOU Effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay and Fire Duty Chief Standby Pay to the MOU
10. Council Adoption of Resolution No. 2020-\_\_ : Amending Salary Resolutions 2019-87, 2019-93, 2019-106 and 2020-24 and Adopting a Corrected Salary Schedule dating back to December 27, 2019 – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

11. Council/Agency/Authority Accept the Investment Report for the Quarter Ending September 30, 2020 – (Deol: [ideol@suisun.com](mailto:ideol@suisun.com)).
12. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on July 7, 2020 and October 6, 2020 – (Hobson: [clerk@suisun.com](mailto:clerk@suisun.com)).

Joint City Council / Suisun City Council Acting as Successor Agency

13. Council/Agency Approval of October 2020 Payroll Warrants in the Amount of \$440,447.28, and Council/Agency Approval of the October 2020 Accounts Payable Warrants in the Amount of \$1,969,174.47 – (Finance).

**PUBLIC HEARINGS**

**GENERAL BUSINESS**

City Council

14. Council Adoption of Resolution No. 2020-\_\_ : Authorizing the City Manager to Utilize Prop 68 Per Capita Funds to Rehabilitate Heritage Park and Replace the Play Structure at Montebello Vista Park – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
15. Council Discussion and Direction Regarding Selection of Up to Two Storefront Retailers in Response to the Request for Applications (RFA) – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).

Suisun City Council Acting as Successor Agency

16. Agency Adoption of Resolution No. SA 2020-\_\_\_: Authorizing the Executive Director to execute a Settlement Agreement between the Successor Agency and Developer Main Street West Partners LLC, and an 18-month extension to the Disposition And Development Agreement (DDA) between the Developer and Successor Agency, and directing the Executive Director to forward the executed Settlement Agreement and the DDA Extension to the Solano Consolidated Oversight Board for approval– (Anthony Taylor, City Attorney).

**REPORTS: (Informational items only.)**

17. a. Council/Boardmembers  
b. Mayor/Chair
18. City Manager/Executive Director/Staff

**PUBLIC COMMENT**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

**ADJOURNMENT**

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*PLEASE NOTE:*

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  - Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
  - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
  - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
  - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of November 17, 2020 was posted and available for review, in compliance with the Brown Act.

## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

**AGENDA ITEM:** Council Adoption of Ordinance No. 775: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code. (Introduced and Reading Waived on October 20, 2020.)

**FISCAL IMPACT:** A minimal amount of City staff time will be incurred by the Finance Department administering the collection and disbursement of monies associated with the assessment.

**STRATEGIC PLAN IMPACT:** Good Governance

**BACKGROUND:** Per City Ordinance No. 667, enacted April 18, 2003, the Main Street Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, (the “District”) was established. The District is a 501(c)(3) non-profit organization created at the request of downtown merchants to promote improved business conditions and marketing of downtown Suisun City. Under procedures described in the California Street and Highways Code, the City on behalf of the District, levies assessments on those businesses within the District area (see attached map) for use in various marketing and improvement activities, as determined beneficial by the District board.

At its October 6, 2020, meeting, the City Council adopted Resolution No. 2020-126 approving the annual budget. At the same meeting, Council adopted Resolution No. 2020-127 stating its intention to consider renewing the District and the associated levy and setting a public hearing for October 20, 2020. The executed resolution was mailed to all businesses located within the District at the addresses on record with the City Finance Department, and published as a legal notice in the Daily Republic newspaper.

**STAFF REPORT:** As required by law, the City Council held a public hearing on October 20, 2020 to receive and review any written protests to the proposed re-authorization of the District or the assessment levy. No written protests were received prior to or at the meeting. After the close of the Public Hearing City Attorney Taylor read the title of Ordinance 775 into the record and the Ordinance was introduced.

**RECOMMENDATION:** It is recommended that Council Adopt Ordinance No. 775: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code.

**ATTACHMENTS:**

1. Ordinance No. 775: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code.

**APPROVED BY:**

Greg Folsom, City Manager

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**ORDINANCE NO. 775**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
REPEALING AND REPLACING SECTION 3.40.050 (ESTABLISHMENT OF  
BENEFIT ASSESSMENT) OF CHAPTER 3.40 (MAIN STREET-WATERFRONT  
BUSINESS IMPROVEMENT DISTRICT) OF TITLE 3 (REVENUE AND  
FINANCE) OF THE SUISUN CITY CODE**

**WHEREAS**, the California Streets and Highways Code Section 36500 et seq. authorizes cities to establish parking and business improvement areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business and prevent erosion of the business district; and

**WHEREAS**, the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, was formed at the request of the Main Street-Waterfront Business Improvement District Formation Committee (“the Committee”) by City Council adoption of Ordinance No. 667 on April 18, 2003; and

**WHEREAS**, at the request of the Committee, Ordinance No. 667 established an annual special assessment on all businesses within the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, (the “District”), which assessment must be renewed annually by the City Council; and

**WHEREAS**, the Main Street-Waterfront Business Improvement District Board of Directors (the “Board”) requested that the Suisun City Council renew the special assessment on all businesses within the District with amendments; and

**WHEREAS**, the Suisun City Council did renew the special assessment on all businesses within the District with amendments after City Council conducted a noticed public hearing pursuant to the Parking and Business Improvement District Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS.**

The recitals set forth herein are all true and correct.

**SECTION 2. SECTION 3.40.050, “Establishment of benefit assessment” is hereby repealed and replaced as follows:**

1 All businesses, trades, and professions located within the district boundaries shown on  
2 Exhibit "A" shall, commencing on January 1, 2020, pay an annual benefit assessment to the  
3 district in the following amounts:

4 DISTRICT ASSESSMENT FORMULA

5 Proposed 2020 Benefit Fee Formula Matrix:

	ZONE A	ZONE B	ZONE C
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1 All businesses, trades, and professions located within the district boundaries shown on  
2 Exhibit "A" shall, commencing on January 1, 2021, pay an annual benefit assessment to the  
3 district in the following amounts:

4 DISTRICT ASSESSMENT FORMULA  
5 Proposed 2021 Benefit Fee Formula Matrix:

Type of Business	Assessment Amount
Retailers and Restaurants	\$200
Service and Professional Businesses	\$100
Lodging	\$10 per room
Financial Institutions	\$500

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14 Business Type Definitions:

15 Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores,  
16 shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

17 Service Businesses: Businesses that sell services. Examples are beauty and barber shops,  
18 repair shops, most automotive-oriented businesses, entertainment businesses such as theaters,  
etc.

19 Professional Businesses: Includes architects, engineers, attorneys, dentists, doctors,  
20 accountants, optometrists, realtors, insurance offices, mortgage brokers and most other  
21 businesses that require advanced and/or specialized licenses and/or advanced academic  
degrees.

22 Lodging: Includes renting rooms by the day or week to community visitors.

23 Financial Institutions: Includes banking and savings and loan institutions as well as credit  
24 unions, etc.

25 **SECTION 3. EFFECTIVE DATE.** This ordinance shall be in full force and effect thirty (30)  
26 days after its passage.

27 **SECTION 4. CERTIFICATION.** The City Clerk shall certify to the adoption of this  
28 ordinance, and shall cause the same to be posted and codified in the manner required by law.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City, California, on this \_\_\_\_ day of 2020.

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\_\_\_\_\_  
Lori D. Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

APPROVED AS TO FORM  
AND LEGAL CONTENT:

\_\_\_\_\_  
Aleshire & Wynder, LLP

**CERTIFICATION**

I, Donna Pock, Deputy 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 ordinance was introduced at a regular meeting of the said City Council held on October 20, 2020 and passed and adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2020, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

# EXHIBIT "A"

EXHIBIT A(3)

## PROPOSED SUISUN CITY DOWNTOWN - WATERFRONT BUSINESS IMPROVEMENT DISTRICT (BID) BOUNDARY MAP



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## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

**CITY AGENDA ITEM:** Council Adoption of Ordinance No. 776: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory. (Introduced and Reading Waived October 20, 2020).

**FISCAL IMPACT:** Community Facilities District (CFD) No. 2 directly funds General Fund Safety Services such as Police and Fire. Fiscal Year 2020-21 is projecting \$606,300 in revenue from CFD #2 (Fund No. 461) and its associated Tax Zones.

**STRATEGIC PLAN IMPACT:** Provide Good Governance, Ensure Public Safety, and Ensure Fiscal Solvency.

**BACKGROUND:** The City-wide Community Facilities District (CFD) No. 2 was established in Fiscal Year 2005-06 to provide funding to cover the costs associated with additional police and fire services necessary as a result of new development.

**STAFF REPORT:** The first step in the proceedings for the annexation of the subject property (Holiday Inn Express – Parcel No. 0032-061-440) into CFD No. 2 occurred with the Council’s adoption of a Resolution of Intention to Annex Territory at the September 15, 2020 meeting. The second step in the proceedings was completed on October 20, 2020, which required the holding of a public hearing, the submission of certain matters to the qualified electors located within the territory to be annexed into CFD No. 2, declaring the results of the election, and, announcing if the election is successful, introduction of an ordinance levying taxes within CFD No. 2 (including the territory to be annexed into the district). Adoption of the ordinance levying taxes is the final step in the annexation process. This will be the eleventh (11<sup>th</sup>) development annexed into CFD#2.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Ordinance No. 776: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory. (Introduced and Reading Waived October 20, 2020).

**ATTACHMENTS:**

1. Ordinance 776: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory. (Introduced and Reading Waived October 20, 2020).
2. Exhibit A – Community Facilities District No. 2 Annexation No. 11 (Holiday Inn Express)
3. Exhibit B – Community Facilities District No. 2 Annexation Map No. 11

**PREPARED BY:**

Amanda Dum, Management Analyst I

**REVIEWED BY:**

Matthew Medill, Public Works Director | City Engineer

**APPROVED BY:**

Greg Folsom, City Manager

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**ORDINANCE NO. 776**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUISUN CITY LEVYING SPECIAL TAX WITHIN CITY  
OF SUISUN CITY COMMUNITY FACILITIES DISTRICT  
NO. 2 (MUNICIPAL SERVICES), INCLUDING CERTAIN  
ANNEXATION TERRITORY**

**WHEREAS**, the City of Suisun City (the “City”) has conducted proceedings pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) to establish “City of Suisun City Community Facilities District No. 2 (Municipal Services)” (the “CFD”) for the purpose of financing certain municipal services (the “Services”) as provided in the Act; and

**WHEREAS**, the rate and method of apportionment of special tax for the CFD (the “Original Rate and Method”) is set forth in Exhibit A to City Council Resolution 2005-89, which was adopted on November 15, 2005 (the “Resolution of Formation”); and

**WHEREAS**, the City has conducted proceedings to annex territory into the CFD and, in connection therewith, approved supplements to the Original Rate and Method (as supplemented, the “Rate and Method”);

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY** as follows:

**SECTION ONE:** By the passage of this Ordinance, pursuant to the Act, the Council hereby authorizes and levies the Special Tax within the CFD, including all territory annexed into the CFD prior to the date hereof, at the rate and in accordance with method set forth in the Rate and Method, which rate and method are by this reference incorporated herein. The Special Tax has previously been levied in the original territory of the CFD beginning in fiscal year 2006-07 pursuant to Ordinance No. 684, passed and adopted by the City Council on December 6, 2005, and the Special Tax is hereby levied commencing in fiscal year 2015-16 in the territory annexed to the CFD subsequent to formation of the CFD, and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD.

The City Council hereby ratifies the levy of special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Rate and Method, in fiscal years 2006-07 through 2020-21.

**SECTION TWO:** The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, including all territory annexed to the CFD prior to the date hereof, in the manner and as provided in the Rate and Method.

1       **SECTION THREE:** Exemptions from the levy of the Special Tax shall be as provided  
2 in the Resolution of Formation, the Rate and Method and the applicable provisions of the Act.  
3 In no event shall the Special Tax be levied on any parcel within the CFD in excess of the  
4 maximum Special Tax specified in the Rate and Method.

5       **SECTION FOUR:** All of the collections of the Special Tax shall be used as provided  
6 in the Act and in the Resolution of Formation, including, but not limited to, the payment of  
7 costs of the Services, the payment of the costs of the City in administering the CFD, and the  
8 costs of collecting and administering the Special Tax.

9       **SECTION FIVE:** The Special Tax shall be collected in the same manner as ordinary  
10 ad valorem taxes are collected and shall have the same lien priority, and be subject to the same  
11 penalties and the same procedure and sale in cases of delinquency as provided for ad valorem  
12 taxes; provided, however, that the Council may provide for other appropriate methods of  
13 collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's  
14 designee) is hereby authorized and directed to provide all necessary information to the  
15 auditor/tax collector of the County of Solano in order to effect proper billing and collection of  
16 the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the  
17 County of Solano for fiscal year 2021-22 and for each fiscal year thereafter, as set forth above,  
18 until no longer required to pay for the Services or until otherwise terminated by the City.

19       **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid,  
20 or if the Special Tax is found inapplicable to any particular parcel within the CFD, including  
21 all territory annexed to the CFD prior to the date hereof, by a court of competent jurisdiction,  
22 the balance of this Ordinance and the application of the Special Tax to the remaining parcels  
23 within the CFD, including all territory annexed to the CFD prior to the date hereof, shall not be  
24 affected.

25       **SECTION SEVEN:** The Mayor shall sign this Ordinance and the City Clerk shall cause  
26 the same to be published immediately after its passage at least once in a newspaper of general  
27 circulation circulated in the City.

28       **SECTION EIGHT:** This Council affirms the provisions of Ordinance No. 684 except  
to the extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance,  
in which case the terms of this Ordinance shall govern.

**SECTION NINE:** This Ordinance shall become effective (30) days following its  
passage and adoption and shall be published once within fifteen (15) days upon passage and  
adoption in a newspaper of general circulation in the City of Suisun City, County of Solano.

[SIGNATURES OF FOLLOWING PAGE]

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council  
of the City of Suisun City, California, on this \_\_\_ day of 2020.

\_\_\_\_\_  
Lori D. Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

APPROVED AS TO FORM  
AND LEGAL CONTENT:

\_\_\_\_\_  
Aleshire & Wynder, LLP

**CERTIFICATION**

I, Donna Pock, Deputy 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 ordinance was introduced at a regular meeting of the said City Council held on October 20, 2020 and passed and adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2020, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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**EXHIBIT A**

**CITY OF SUISUN CITY  
Community Facilities District No. 2  
(Municipal Services)**

**Annexation No. 11 (Holiday Inn Express)**

**CITY OF SUISUN CITY  
Community Facilities District No. 2  
(Municipal Services)**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

**"Administrator"** means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

**"Assessor's Parcel" or "Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

**"Average Increase"** means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

**"Building Square Footage"** means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

**"CFD-Wide Special Tax"** means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

**"CFD-Wide Special Tax Requirement"** means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

**"City"** means the City of Suisun City.

**"City Council"** means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

**"Developed Property"** means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Indices"** means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

**"Live/Work Property"** means a Parcel on which all or a portion of a Unit is deed-restricted for commercial use, as determined in the sole discretion of the City.

**"Maximum CFD-Wide Special Tax"** means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

**"Maximum Tax Zone Special Tax"** means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

**"Multi-Family Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

**"Non-Residential Property"** means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

**"Public Agency"** means the federal government, State of California or other local governments or public agencies.

“**RMA**” means this Rate and Method of Apportionment of Special Tax.

“**Single Family Attached Property**” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

“**Single Family Detached Property**” means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

“**Special Tax**” means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

“**Taxable Property**” means all Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

“**Tax Zone**” means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

“**Tax Zone Special Tax**” means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

“**Tax Zone Special Tax Requirement**” means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

“**Unit**” means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

## **B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX**

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

**C. MAXIMUM SPECIAL TAX**

**1. *CFD-Wide Special Tax***

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

**Table 1  
City of Suisun City  
Community Facilities District No. 2  
(Municipal Services)  
Maximum CFD-Wide Special Taxes**

<b>Land Use Category</b>	<b>Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *</b>
Single Family Detached Property	\$629.90 per Unit
Single Family Attached Property	\$472.43 per Unit
Multi-Family Property	\$236.21 per Unit
Live/Work Property	\$629.90 per Unit plus \$629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of \$629.90 per parcel or \$629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

\* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

**2. *Tax Zone #1 Special Tax***

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.



**Table 2  
City of Suisun City  
Community Facilities District No. 2  
(Municipal Services)  
Maximum Tax Zone Special Taxes for Tax Zone #1**

<b>Land Use Category</b>	<b>Maximum CFD-Wide Special Tax Tax Zone #1 Fiscal Year 2005-06 *</b>
Single Family Detached Property	\$386.04 per Unit
Single Family Attached Property	\$289.53 per Unit
Multi-Family Property	\$144.77 per Unit
Live/Work Property	\$386.04 per Unit plus \$386.04 per 1,000 square feet (or portion thereof) of non-residential space
Non-Residential Property	The greater of \$386.04 per Parcel or \$386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage

\* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

**D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX**

***1. CFD-Wide Special Tax***

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

- Step 1:*** Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;
- Step 2:*** Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;
- Step 3:*** If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.
- Step 4:*** If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

***2. Tax Zone Special Tax***

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

- Step 1:* Separately for each Tax Zone, determine the Tax Zone Special Tax Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;
- Step 2:* Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;
- Step 3:* If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.
- Step 4:* If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

**E. LIMITATIONS**

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

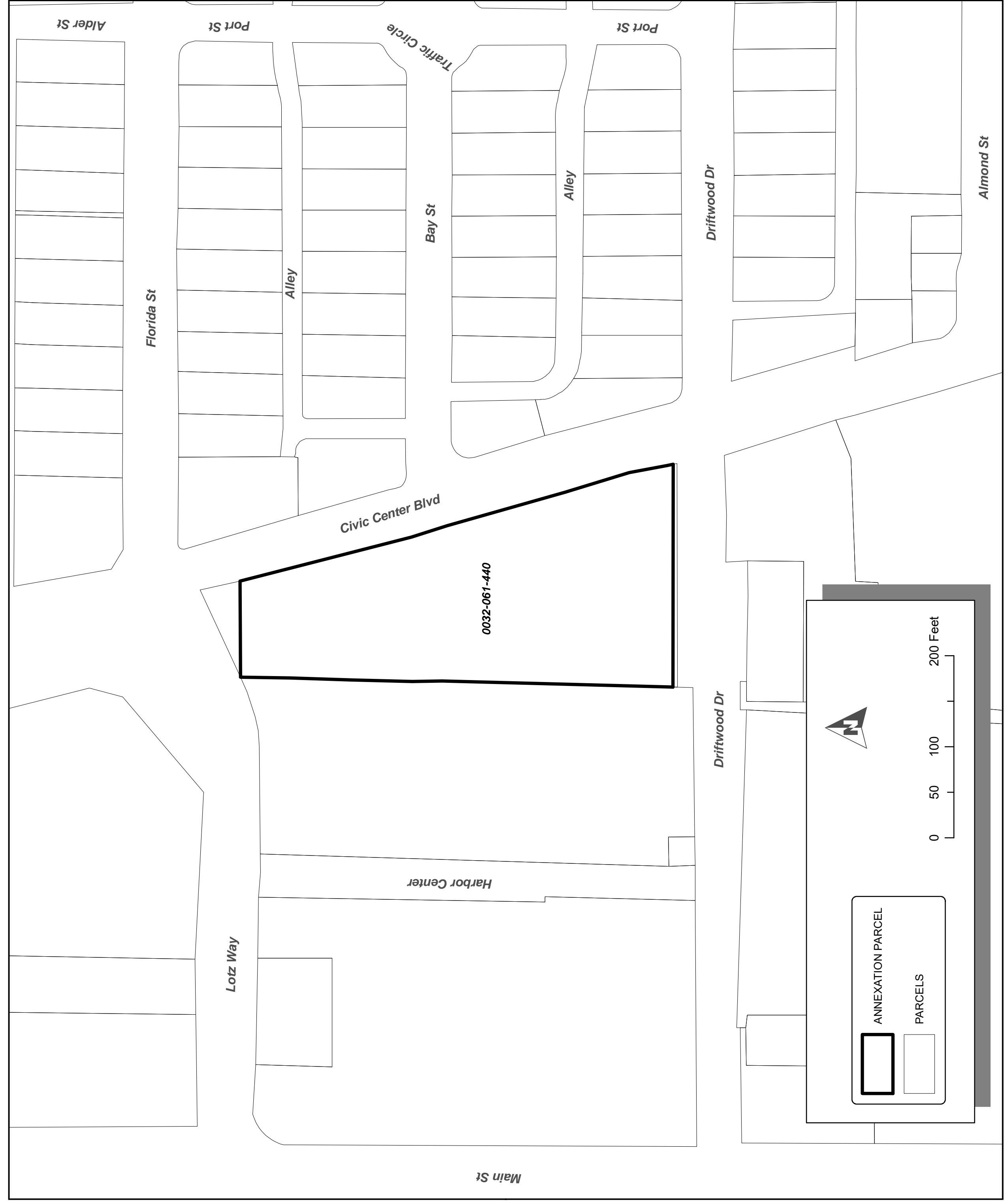
**F. INTERPRETATION OF SPECIAL TAX FORMULA**

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

# Annexation Map No. 11 of City of Suisun City Community Facilities District No. 2 (Municipal Services)

## EXHIBIT B

COUNTY OF SOLANO  
STATE OF CALIFORNIA



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA," FILED THE 27TH DAY OF OCTOBER, 2005, AT THE HOUR OF IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

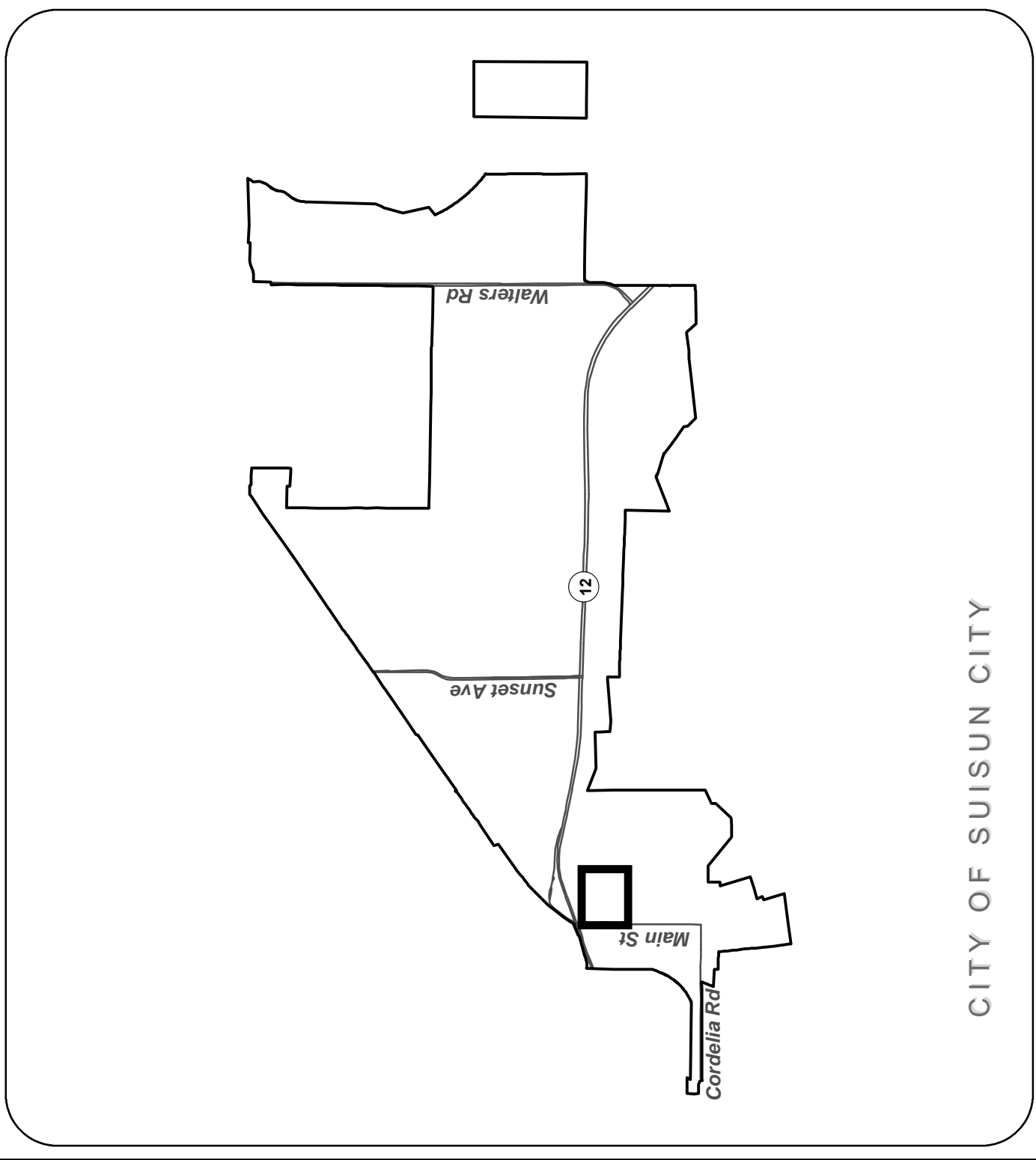
CITY CLERK

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 11 TO CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK

3. FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

\_\_\_\_\_  
COUNTY RECORDER,  
COUNTY OF SOLANO



CITY OF SUISUN CITY

Source: Solano County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California II FIPS 0402 Feet



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## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2020-\_\_\_: Amending City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services.

---

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. The new procedural updates would streamline the purchasing process and update the spending authorization levels of the City Manager and the department heads. The update would also result in a significant savings of staff time via the reduced paperwork obligation for low cost purchases which currently takes an abundance of staff time to process as currently required.

---

**STRATEGIC PLAN IMPACT:** Amending Administrative Directive 5 (AD 5) is aligned with the Suisun City Strategic Plan and Strategic Plan Goals including Provide Good Governance and Ensures Public Safety.

---

**BACKGROUND:** Administrative Directive 5 (AD 5) was last amended on September 2, 2008 and is long overdue for an update. AD 5 is the City purchasing policy and authorizes City staff to make purchases in accordance with the directive requirements. AD 5 establishes purchasing authority levels for Department Heads and the City Manager as well as the procedures to make purchases.

---

**STAFF REPORT:** The City Council has directed staff this year to find ways to increase its efficiency and effectiveness in response to current fiscal challenges such that the City can achieve its strategic goal to provide good governance. Two of the major challenges at the City are staffing and funding. The City staff are currently required to generate significant paperwork for purchases greater than \$1,000 by the requirement of the creation of a hard copy purchase order tracking. Also, the outdated low purchase approval limits require significant paperwork processing which takes staff time and often delays priority purchases. Although financial controls are necessary to ensure sufficient oversight of purchases, currently staff considers the authorization limits restrictively low requiring an imbalanced level of paperwork processing for relatively small and routine purchases. As it is the fiduciary responsibility of the City Manager, Department Heads and Staff to get the lowest cost possible for purchases, it is also their responsibility to provide great service to the City of Suisun and its residents. Staff recommends that the City Council amend AD 5 to allow City staff to serve the City of Suisun and its residents efficiently and effectively.

Below please find an executive summary of the most significant changes proposed to AD 5 (Please see Attachment No. 2 Current *AD 5 Purchasing Policy for Supplies, Equipment, and Services* with Proposed Update Edits Shown for all proposed updates):

**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

Matthew Medill, Public Works Director  
 Lakhwinder Deol, Finance Director  
 Greg Folsom, City Manager

- In section **I. Purpose and Authority**, it was noted that AD 5 was expressly inapplicable to Public Projects, Professional Services, and Specialized Service contracts.
- In section **III. General Provisions**, it was noted that Department Heads maybe authorized to make purchases as approved in the budget that are within the City Manager's purchasing authority.
- In section **IV. Purchasing Procedures based on dollar amounts involved** several authority limits were updated:
  - Purchases Made on Open Market by Department Heads authorization limit was raised to \$5,000 from \$1,000. This provides higher authority to Department Heads to make purchases efficiently within their approved budgets. This also elevates the threshold requirement of purchase order generation from \$1,000 to \$5,000 which will alleviate a tremendous workload from administrative and finance department staff.
  - Three Written Quotations/City Manager Authorizes authorization limit was expanded from under \$10,000 to a range of \$5,000 to \$19,999. This updated range will allow Department Heads to efficiently obtain quotes and bids and take action to make purchase efficiently.
  - Informal Bid/City Manager Authorizes authorization limit was raised from under \$10,000 to a range of \$20,000 to \$35,000. This new range is consistent with the updated City Manager authorization limit of \$35,000.
  - Formal Bid/City Council Approves authorization limit was raised from \$25,000 to \$35,000. This increase will alleviate the Department Heads of generating staff reports and resolutions for purchases under \$35,000 if approved by the City Manager. The Department Heads, and especially the Public Works Director, spend an exorbitant amount of time generating staff reports, and for purchases under \$35,000, if the AD 5 update is approved the Departments Heads can spend the time saved from writing staff reports on getting priority work done for the City and its residents to meet its strategic goals.
- In section **VIII. Public Works Contracts** a reference was made to the recently adopted City Ordinance 766 which updated the informal bidding procedures under the California Uniform Public Construction Cost Accounting Act.
- In section **IX. Open Purchase Orders (No dollar amount)** authorization limit was raised from a monthly limit of \$1,000 to a monthly limit of \$2,500. This will allow for approval of routine service contracts that exceed \$1,000 a month. The total contract amount is still limited to the City Manager's proposed purchase authorization limit of \$35,000.
- In section **X. Blanket Purchase Orders (When annual costs are known)** the not-to-exceed authorization limit was raised from \$10,000 to just below the City Manager's authorization limit at \$34,999. This will allow the City Manager to authorize blanket purchase orders.
- In section **XII. Sole Source Purchases** added an exception authorization limit for software purchase of up to the proposed City Manger's authorization limit of \$34,999. This past year staff ran into a challenge when software renewal fees were late and exceeded the current sole source purchase authority limit, this update should alleviate any future software renewal issues for the foreseeable future.
- In section **XVI. Declaration of Surplus Assets and Disposal of Same** an edit was made to allow for the sale of surplus assets to another governmental jurisdiction or non-profit

corporation, provided the item would be used for public benefit. Currently this section only allows for donation, and staff recommends the authority to get some cost recovery on these surplus assets when possible by the authority to sell as an option in addition to the donation option.

Staff has included both a copy of the current AD 5 with all proposed update edits shown as well as a copy of the clean version of the proposed AD 5.

---

**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2020-\_\_\_: Amending City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services.

---

**ATTACHMENTS:**

1. Council Resolution No. 2020-\_\_\_: Amending City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services.
2. Current *AD 5 Purchasing Policy for Supplies, Equipment, and Services* with Proposed Update Edits Shown
3. Proposed *AD 5 Purchasing Policy for Supplies, Equipment, and Services*

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**RESOLUTION NO. 2020-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUISUN CITY AMENDING CITY ADMINISTRATIVE DIRECTIVE 5,  
PURCHASING POLICY FOR SUPPLIES, EQUIPMENT AND SERVICES**

**WHEREAS**, the City Council from time to time will establish and/or revise the Administrative Directives of the City; and

**WHEREAS**, the existing Administrative Directive 5 (AD 5) was last updated on September 2, 2008; and

**WHEREAS**, it has become necessary to update Administrative Directive 5 to reflect more modern, efficient, and effective purchasing limits; and

**WHEREAS**, AD 5 includes a section under Section II General Provisions, sub-section F which supports regular review of limits and states: The dollar levels shall be reviewed on a regular basis to ensure that they are consistent with current conditions and the practices of neighboring cities. Regular adjustments may be presented to the City Council for their consideration and approval.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY RESOLVE** that it approves amending Administrative Directive 5, Purchasing Policy for Supplies, Equipment and Services, and that such revisions shall take effective immediately upon adoption.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17<sup>th</sup> day of November 2020, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of the City of Suisun City this 17<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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# CITY OF SUISUN CITY

## ADMINISTRATIVE DIRECTIVE - AD5 PURCHASING POLICY FOR SUPPLIES, EQUIPMENT AND SERVICES

Adopted: September 11, 1996  
Amended: ~~September 2, 2008~~ November 17, 2020

Distribution: All Departments Greg Folsom, City Manager

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- I. Purpose and Authority
- II. Purchasing Officer Designated
- III. General Provisions
- IV. Purchasing Procedures based on dollar amounts involved
- V. Determination of Lowest Responsible Bidder
- VI. Special Purchasing Provisions
- VII. Use of Other Governmental Bids in lieu of bidding
- VIII. Public Works Contracts, pursuant to State Law
- IX. Open Purchase Orders (No dollar amount)
- X. Blanket Purchase Orders (When annual costs are known)
- XI. Emergency Purchases
- XII. Sole Source Purchases
- XIII. Purchasing Recycled Products
- XIV. Use of Credit Cards and Purchases
- XV. City Council's right to enter into contracts not impaired
- XVI. Declaration of Surplus Assets and Disposal of Same

### I. Purpose and Authority

A. A purchasing system is hereby adopted to govern purchases of supplies, services and equipment required by any department of the City, to establish bidding regulations therefore, and to define the authority for the purchasing function.

B. The purchasing procedures contained in this Directive are expressly inapplicable to Public ~~Works projects~~ Projects or to the obtaining of professional services. Public Project per PCC §§ 22002(c) is defined as:

- (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (2) Painting or repainting of any publicly owned, leased, or operated facility.

C. The purchasing procedures contained in this Directive are expressly inapplicable to obtaining professional services. Professional services are occupations in the service sector requiring special training in the arts or sciences. Some professional services

require holding professional degrees and licenses and they also require specific skills such as architects, accountants, engineers, doctors, lawyers and teachers.

D. The purchasing procedures contained in this Directive are expressly inapplicable to Specialized Services contracts. Specialized Services are defined as services that are provided by non-profit agencies and/or governmental agencies and/or an entity that provides unique and specialized services that are not widely offered and/or that are associated with sole source systems.

~~BE.~~ The purpose of these procedures is to maintain financial control over purchases, to improve oversight of the purchasing function, and to obtain supplies, materials, equipment, and non-professional services at the lowest possible cost and in a manner consistent with Suisun City Code §2.08.170 Purchasing, and California State Contracting Code §22000 Et Seq.

## **II. Purchasing Officer Designated**

The City Manager or his/her designated representative will act as the Purchasing Officer for the City. The Purchasing Officer is responsible for purchasing and selling supplies, equipment and services. The Purchasing Officer can authorize Department Heads to purchase supplies, equipment and services as such are approved and appropriated in the annual budget process.

## **III. General Provisions**

- A. Department Heads shall be required to file detailed estimates of future requirements for supplies, services and equipment in the time, manner and form requested by the Purchasing Officer. These estimates shall be presented annually in the Annual Budgets approved by the City Council and respective Boards.
- B. Department Heads may be authorized by the Purchasing Officer to purchase or contract for supplies and equipment as approved and appropriated by the annual budget process and that are within the City Manager's authorized purchasing limit per Section IV. Reports of such purchases shall be made available to the Purchasing Officer through the City's accounting system, or as the Purchasing Officer shall direct.
- C. Unless otherwise indicated in this Directive, purchases of supplies, materials, equipment, or contracts for services will be made by a Purchase Order issued by the Purchasing Officer. The Purchase Order must be written and issued before the materials or services are ordered. Unless otherwise indicated in this Directive, No employee of the City shall request any merchant, dealer, supplier, or vendor to deliver goods to the City except on a Purchase Order issued by the Purchasing Officer or his/her designated representative per Section IV.

- D. The Purchasing Officer shall be responsible for maintaining a Vendor's List, sorted by product category. Any vendor who wishes to receive a formal or informal bid, based on that product category, must submit contact information to the Purchasing Officer. The Purchasing Officer has sole authority to determine the product category or categories to which the vendor should be assigned. Department Heads should forward any vendor information they receive to the Purchasing Officer for proper filing. The Vendor List may also be used for soliciting informal quotations.
- E. The Purchasing Officer, the Department Head, or their designate, shall inspect supplies and equipment delivered and contractual services performed, to determine their conformance with the specifications set forth in the order or contract. The Purchasing Officer shall have authority to require any tests necessary to determine the quality and conformance with specifications and shall encourage on-site demonstrations of equipment performance when applicable.
- F. The dollar levels shall be reviewed on a regular basis to ensure that they are consistent with current conditions and the practices of neighboring cities. Regular adjustments may be presented to the City Council for their consideration and approval.
- G. The Purchasing Officer shall be responsible for creating or revising any and all forms necessary to comply with this Administrative Directive, along with any related instructions, guidelines or training.

#### IV. Purchasing Procedures based on dollar amounts involved

- A. Under \$100 – Petty Cash
  - 1. One-time purchases of items costing under \$100 may be made through petty cash. Petty cash procedures should not be used for supplies which are usually stocked or purchased in bulk by the City.
  - 2. Petty cash purchases are made by the following procedures:
    - a. The employee will purchase the item, obtain a sales receipt, and return the receipt to the Finance office.
    - b. The employee will fill out a petty cash form with the date purchased, cost of the item (from sales receipt), description of the item purchased, and account number. The form must be signed by the employee.
    - c. The Purchasing Officer's designee shall approve the petty cash request and the employee will be refunded the cash advanced.
- B. Under ~~\$1000-2,500~~ ~~5,000~~ – Purchases Made on the Open Market by Department Heads
  - 1. Expenditures and sales of less than ~~\$1,000~~ ~~2,500-5,000~~ may be made on the open market without obtaining bids or quotations and are approved by the Department Head or designee. The Vendor's List may be used to identify prospective vendors at the discretion of the Department Head.

2. The account number or job to which the item is to be charged must be included on any request for payment form. The delivery location will be to the address of the ordering department unless otherwise specified. The Department Head shall forward any invoices for payment to the Finance Department.

~~C. Under \$2500\$2,500 — \$4,999 — Three Written Quotations/Department Head Authorizes~~

- ~~1. Expenditures and sales of greater than or equal to \$2,500 and less than \$2,500\$5,000 may be made by the Department Head, but only after receiving at least three written quotations. The Vendor's List may be used to identify prospective vendors at the discretion of the Department Head.~~
- ~~2. A Purchase Order Requisition form will be prepared by the Department Head, with the quotations attached. The account number or job to which the item is to be charged must be included on the form.~~
- ~~3. Once a purchase order number has been assigned and funds have been encumbered, the Department Head may proceed with the purchase.~~

~~DC. Under \$10,000\$5,000 to \$19,999 — Three Written Quotations/City Manager Authorizes~~

1. Expenditures and sales of greater than or equal to \$5,000 and less than \$10,000\$20,000 may be made only after at least three written quotations have been received by the Department Head, and the lowest responsive bidder and/or quote identified. The Vendor's List may be used to identify prospective vendors at the discretion of the Department Head.

~~—The procedures outlined in section C above shall be used to complete the purchase, except that the City Manager, and/or his or her designee, must approve the purchase in advance.~~

~~2. Purchases in the cost range typically do not require special contracts and can be procured using the City's standard purchase order at the discretion of the Department Heads and/or City Manager.~~

~~3. Employees will make a good faith effort to obtain three (3) quotes for bids and quotes by contacting a minimum of three (3) vendors and following up at least once with each vendor within ten (10) business days if no response is received by the City. In the event a vendor is contacted and the vendor does not provide a bid or quote within ten (10) business days, a note to file included within the memorandum that accompanies the purchase order is acceptable in lieu of the quote if it is in the City's best interest to move forward with another vendor bid or quote.~~

~~2.4. Specialized Service Contracts are not subject to this process, but the spirit of utilizing Specialized Service Contracts is to procure services with the greatest benefit to the City and its residents, which shall be based on, but not limited to~~

price, availability of service, economic equity, diversity, and community employment. Specialized Service.

E. Under ~~\$25,000~~\$20,000 - \$34,999 – Informal Bid/City Manager Authorizes Expenditures ~~exceeding equal to or greater than \$10,000~~\$20,000 and less than \$~~25~~35,000 for supplies, services and equipment shall be by written contract and authorized by Purchase Order pursuant to the following procedures:

1. A notice inviting bids describing the supplies, services, or equipment to be purchased, the deadline and location for submitting bids and the location where bid forms and specifications may be secured shall be solicited from prospective bidders known to the Purchasing Officer or who have made written requests that their names be added to the Vendor's List. At the discretion of the Purchasing Officer, a notice inviting bids may be published in a newspaper of general circulation.
2. When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the period specified in the award of contract, unless the city is responsible for the delay.
3. In his/her sole discretion, the Purchasing Officer may reject any and all bids and take one of the following actions:
  - (a) Determine not to proceed with the transaction at that time;
  - (b) Re-advertise for bids pursuant to the procedure prescribed by this chapter; or
  - (c) Determine that the equipment or supplies may be purchased at a lower price in the open market and proceed with the purchase without further complying with this chapter.
4. If no bids are received, the Purchasing Officer may proceed with the purchase without further complying with this section.
5. Contracts shall be awarded by the Purchasing Officer to the lowest responsible bidder unless it is found that it would be in the public interest to accept other than the lowest bid due to the differences in quality, materials or services offered in the bid. In the case of tie bids, the Purchasing Officer may, in his/her discretion, accept either bid.
6. The Purchasing Officer may require that a performance bond be provided before entering into a contract with a successful bidder. The form and amount of the bond shall be described in the notice inviting the bids.

F. Over ~~\$25,000~~\$35,000—Formal Bid/City Council Approves

1. A notice inviting bids describing the supplies, services, or equipment to be purchased, the date and location of opening of the bids and the location where bid forms and specifications may be secured shall be solicited from prospective bidders known to the Purchasing Officer or who have made written requests that their names be added to the City's Vendor List. The Purchasing Officer **shall** publish a notice inviting bids in a newspaper of general circulation at least once and at least 10 days prior to the bid opening date.
2. When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the period specified in the award of contract, unless the city is responsible for the delay.
3. Sealed bids shall be submitted to the city clerk and shall be identified as bids on the envelopes. Bids shall be opened in public as stated in the public notice. A tabulation of all bids shall be conducted by the City Clerk and maintained for public review.
4. In its sole discretion, the City Council may reject any and all bids and take one of the following actions:
  - a. Determine not to proceed with the transaction at that time;
  - b. Re-advertise for bids pursuant to the procedure prescribed by this chapter; or
  - c. Determine that the equipment or supplies may be purchased at a lower price in the open market and proceed with the purchase without further complying with this chapter.
5. If no bids are received, the City Council may authorize the Purchasing Officer to proceed with the purchase without further complying with this section.
6. Contracts shall be awarded by the City Council to the lowest responsible bidder unless it is found that it would be in the public interest to accept other than the lowest bid due to the differences in quality, materials or services offered in the bid. In the case of tie bids, the City Council may, in its sole discretion, accept either bid.
7. The City Council may require that a performance bond be provided before entering into a contract with a successful bidder. The form and amount of the bond shall be described in the notice inviting the bids.

#### **V. Determination of Lowest Responsible Bidder**

In addition to price, the lowest or highest responsible bidder will be determined after the following factors have been considered:

- A. The ability, capacity and skill of the bidder to perform the contract or provide the service required.



- B. Whether the bidder has the facilities and financial ability to perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- C. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- D. The bidder's record of performance on previous contracts or services.
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- F. The quality, availability and adaptability of the supplies, equipment or services to the particular use required.
- G. The number and scope of conditions attached to the bid.

#### **VI. Special Purchasing Provisions**

Certain items, such as electronic equipment or vehicles, or City-related clothing articles, should be approved by the City Manager regardless of dollar value. The City Manager shall prepare a list of such items, and may add or delete items in his/her sole discretion.

#### **VII. Use of Other Governmental Bids in lieu of bidding**

- A. For expenditures or sales in excess of \$10,000, the City may use a competitive bid from another governmental jurisdiction in lieu of the established procedures outlined in this Administrative Directive. In such cases, the jurisdiction involved and any other identifying information should be included with the Purchase Order request.
- B. Approval for such purchases remains the same as set forth in Section IV above.

#### **VIII. Public Works Contracts**

Public Works project purchases of materials or supplies in excess of \$5,000 must comply with California State Contracting Code §22000 et. seq. and with City Ordinance 766. Ordinance 766 is an Ordinance of the City Council of the City of Suisun City, California, repealing and replacing Chapter 3.36 of the Suisun City Municipal Code to update the informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et. seq.) and with City Ordinance Chapter 3.36, regarding informal bidding procedures.

#### **IX. Open Purchase Orders (No dollar amount)**

- A. An open purchase order is a “zero” purchase order generated for the purpose of establishing a vendor with whom a Department intends to do business. Purchases charged against an open purchase order shall not exceed \$1,000-2,500 in any 30-day period. Open purchase orders are generally used for those vendors where an undetermined amount of small purchases may be generated or where the specific fund against which purchases will be charged is not generally known until the purchase is made.
- B. Open Purchase Orders shall be approved by the Purchasing Officer or designated representative.

**X. Blanket Purchase Orders (When annual costs are known)**

- A. A blanket purchase order is similar to an open purchase order, except that it identifies a “not-to-exceed” purchase amount, and that amount may be encumbered against a Department’s budget.
- B. A Department may generate a blanket Purchase Order for regular purchases. The purchase order should be for the projected expenses for a given time period. Individual purchases may then be charged to this purchase order until the amount encumbered has been exhausted.
- C. Blanket Purchase Orders shall be approved by the Purchasing Officer or designated representative when the not-to-exceed purchase amount exceeds \$~~10,000~~34,999.

**XI. Emergency Purchases**

- A. In case of an emergency as defined below, purchases may be made without following the regular or open purchase procedures. An emergency is defined as a situation where the life, health, safety, or convenience of citizens are involved, and where it is impossible or impractical to follow regular purchase order procedures, or secure prior approval for such purchases. Such purchases will usually occur after regular working hours or on weekends when a Department Head or supervisor may not be immediately available to approve the purchase.
- B. In the event of such an emergency an employee responsible for correcting the situation may make an emergency purchase of any item costing less than \$5,000. As soon as possible after the emergency, the department head should be notified of the purchase and a requisition form forwarded to the Finance Office.

**XII. Sole Source Purchases**

~~If an item~~A purchase in excess of \$5,000 can only be purchased from a single vendor or source, ~~not applicable to software renewals~~, then the Department Head may submit a request for approval from the Purchasing Officer, explaining the circumstances and reasons for the sole source purchase. Software renewals can be purchased from a sole source with support of the Department Head and approval of the City Manager up to the City Manager’s purchase authority limit of \$34,999. If the cost of the item is equal to or in excess of \$~~25,000~~35,000, the request must be approved by the City Council.

**XIII. Purchasing Recycled Products**

It is the goal of the City of Suisun City to utilize recycled products where the product is available at an equal or lesser value.

**XIV. Use of Credit Cards and Purchases**

The use of Procurement Cards is allowable under this Directive and shall be further regulated by the City’s Procurement and Vendor Card Use Policy. Reference Administrative Directive 3 for further information. As of the adoption of this

Administrative Directive, the most current Administrative Directive 3 was approved under Resolution No. 2008-107.

**XV. City Council's ~~right~~ Right to ~~E~~nter into ~~e~~Contracts ~~N~~ot ~~I~~mpaired**

Nothing contained in this Directive shall be construed to alter, limit or affect the right of the City Council to make or execute contracts or purchases as otherwise permitted by law.

**XVI. Declaration of Surplus Assets and Disposal of Same**

- A. All ~~D~~epartments shall submit to the Purchasing Officer, at such times and in such forms as he/she shall prescribe, reports showing all supplies and equipment that are no longer used or which have become obsolete or worn out. It shall be the Purchasing Officer's responsibility to declare such items as surplus.
- B. The City may dispose of surplus assets in any one of the following methods:
1. Surplus supplies and equipment with no appreciable value, in the opinion of the Purchasing Officer, may be discarded as junk or recycled.
  2. The item may be sold or donated to another governmental jurisdiction or a non-profit corporation, provided the item would be used for a public benefit.
  3. The item may be used as a trade-in on, or an exchange for, the purchase of new supplies and equipment.
  4. The item may be sold at a public auction or by advertised bids.
- C. For any item estimated to be under \$25,000 in value, the Purchasing Officer may dispose of the item in the manner specified above. For any item estimated to be over \$25,000, the City Council must approve the action, based on a recommendation from the Purchasing Officer.

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# CITY OF SUISUN CITY

## ADMINISTRATIVE DIRECTIVE - AD5 PURCHASING POLICY FOR SUPPLIES, EQUIPMENT AND SERVICES

Adopted: September 11, 1996  
Amended: November 17, 2020

Distribution: All Departments

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Greg Folsom, City Manager

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### I. Purpose and Authority

- A. A purchasing system is hereby adopted to govern purchases of supplies, services and equipment required by any department of the City, to establish bidding regulations therefore, and to define the authority for the purchasing function.
- B. The purchasing procedures contained in this Directive are expressly inapplicable to Public Projects. Public Project per PCC §§ 22002(c) is defined as:
  - (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
  - (2) Painting or repainting of any publicly owned, leased, or operated facility.
- C. The purchasing procedures contained in this Directive are expressly inapplicable to obtaining professional services. Professional services are occupations in the service sector requiring special training in the arts or sciences. Some professional services

require holding professional degrees and licenses and they also require specific skills such as architects, accountants, engineers, doctors, lawyers and teachers.

- D. The purchasing procedures contained in this Directive are expressly inapplicable to Specialized Services contracts. Specialized Services are defined as services that are provided by non-profit agencies and/or governmental agencies and/or an entity that provides unique and specialized services that are not widely offered and/or that are associated with sole source systems.
- E. The purpose of these procedures is to maintain financial control over purchases, to improve oversight of the purchasing function, and to obtain supplies, materials, equipment, and non-professional services at the lowest possible cost and in a manner consistent with Suisun City Code §2.08.170 Purchasing, and California State Contracting Code §22000 Et Seq.

## **II. Purchasing Officer Designated**

The City Manager or his/her designated representative will act as the Purchasing Officer for the City. The Purchasing Officer is responsible for purchasing and selling supplies, equipment and services. The Purchasing Officer can authorize Department Heads to purchase supplies, equipment and services as such are approved and appropriated in the annual budget process.

## **III. General Provisions**

- A. Department Heads shall be required to file detailed estimates of future requirements for supplies, services and equipment in the time, manner and form requested by the Purchasing Officer. These estimates shall be presented annually in the Annual Budgets approved by the City Council and respective Boards.
- B. Department Heads may be authorized by the Purchasing Officer to purchase or contract for supplies and equipment as approved and appropriated by the annual budget process and that are within the City Manager's authorized purchasing limit per Section IV. Reports of such purchases shall be made available to the Purchasing Officer through the City's accounting system, or as the Purchasing Officer shall direct.
- C. Unless otherwise indicated in this Directive, purchases of supplies, materials, equipment, or contracts for services will be made by a Purchase Order issued by the Purchasing Officer. The Purchase Order must be written and issued before the materials or services are ordered. Unless otherwise indicated in this Directive, no employee of the City shall request any merchant, dealer, supplier, or vendor to deliver goods to the City except on a Purchase Order issued by the Purchasing Officer or his/her designated representative per Section IV.
- D. The Purchasing Officer shall be responsible for maintaining a Vendor's List, sorted by product category. Any vendor who wishes to receive a formal or informal bid,

based on that product category, must submit contact information to the Purchasing Officer. The Purchasing Officer has sole authority to determine the product category or categories to which the vendor should be assigned. Department Heads should forward any vendor information they receive to the Purchasing Officer for proper filing. The Vendor List may also be used for soliciting informal quotations.

- E. The Purchasing Officer, the Department Head, or their designate, shall inspect supplies and equipment delivered and contractual services performed, to determine their conformance with the specifications set forth in the order or contract. The Purchasing Officer shall have authority to require any tests necessary to determine the quality and conformance with specifications and shall encourage on-site demonstrations of equipment performance when applicable.
- F. The dollar levels shall be reviewed on a regular basis to ensure that they are consistent with current conditions and the practices of neighboring cities. Regular adjustments may be presented to the City Council for their consideration and approval.
- G. The Purchasing Officer shall be responsible for creating or revising any and all forms necessary to comply with this Administrative Directive, along with any related instructions, guidelines or training.

#### **IV. Purchasing Procedures based on dollar amounts involved**

##### **A. Under \$100 – Petty Cash**

- 1. One-time purchases of items costing under \$100 may be made through petty cash. Petty cash procedures should not be used for supplies which are usually stocked or purchased in bulk by the City.
- 2. Petty cash purchases are made by the following procedures:
  - a. The employee will purchase the item, obtain a sales receipt, and return the receipt to the Finance office.
  - b. The employee will fill out a petty cash form with the date purchased, cost of the item (from sales receipt), description of the item purchased, and account number. The form must be signed by the employee.
  - c. The Purchasing Officer's designee shall approve the petty cash request and the employee will be refunded the cash advanced.

##### **B. Under \$5,000 – Purchases Made on the Open Market by Department Heads**

- 1. Expenditures and sales of less than \$5,000 may be made on the open market without obtaining bids or quotations and are approved by the Department Head or designee. The Vendor's List may be used to identify prospective vendors at the discretion of the Department Head.
- 2. The account number or job to which the item is to be charged must be included on any request for payment form. The delivery location will be to the address of the ordering department unless otherwise specified. The Department Head shall forward any invoices for payment to the Finance Department.

- C. \$5,000 to \$19,999 —Three Written Quotations/City Manager Authorizes
1. Expenditures and sales of greater than or equal to \$5,000 and less than \$20,000 may be made only after at least three written quotations have been received by the Department Head, and the lowest responsive bidder and/or quote identified. The Vendor's List may be used to identify prospective vendors at the discretion of the Department Head.
  2. Purchases in the cost range typically do not require special contracts and can be procured using the City's standard purchase order at the discretion of the Department Heads and/or City Manager.
  3. Employees will make a good faith effort to obtain three (3) quotes for bids and quotes by contacting a minimum of three (3) vendors and following up at least once with each vendor within ten (10) business days if no response is received by the City. In the event a vendor is contacted and the vendor does not provide a bid or quote within ten (10) business days, a note to file included within the memorandum that accompanies the purchase order is acceptable in lieu of the quote if it is in the City's best interest to move forward with another vendor bid or quote.
  4. Specialized Service Contracts are not subject to this process, but the spirit of utilizing Specialized Service Contracts is to procure services with the greatest benefit to the City and its residents, which shall be based on, but not limited to price, availability of service, economic equity, diversity, and community employment. Specialized Service.
- E. \$20,000 - \$34,999 – Informal Bid/City Manager Authorizes  
Expenditures equal to or greater than \$20,000 and less than \$35,000 for supplies, services and equipment shall be by written contract and authorized by Purchase Order pursuant to the following procedures:
1. A notice inviting bids describing the supplies, services, or equipment to be purchased, the deadline and location for submitting bids and the location where bid forms and specifications may be secured shall be solicited from prospective bidders known to the Purchasing Officer or who have made written requests that their names be added to the Vendor's List. At the discretion of the Purchasing Officer, a notice inviting bids may be published in a newspaper of general circulation.
  2. When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the period specified in the award of contract, unless the city is responsible for the delay.
  3. In his/her sole discretion, the Purchasing Officer may reject any and all bids and take one of the following actions:



- (a) Determine not to proceed with the transaction at that time;
    - (b) Re-advertise for bids pursuant to the procedure prescribed by this chapter;  
or
    - (c) Determine that the equipment or supplies may be purchased at a lower price in the open market and proceed with the purchase without further complying with this chapter.
  4. If no bids are received, the Purchasing Officer may proceed with the purchase without further complying with this section.
  5. Contracts shall be awarded by the Purchasing Officer to the lowest responsible bidder unless it is found that it would be in the public interest to accept other than the lowest bid due to the differences in quality, materials or services offered in the bid. In the case of tie bids, the Purchasing Officer may, in his/her discretion, accept either bid.
  6. The Purchasing Officer may require that a performance bond be provided before entering into a contract with a successful bidder. The form and amount of the bond shall be described in the notice inviting the bids.
- F. Over \$35,000—Formal Bid/City Council Approves
1. A notice inviting bids describing the supplies, services, or equipment to be purchased, the date and location of opening of the bids and the location where bid forms and specifications may be secured shall be solicited from prospective bidders known to the Purchasing Officer or who have made written requests that their names be added to the City's Vendor List. The Purchasing Officer **shall** publish a notice inviting bids in a newspaper of general circulation at least once and at least 10 days prior to the bid opening date.
  2. When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the period specified in the award of contract, unless the city is responsible for the delay.
  3. Sealed bids shall be submitted to the city clerk and shall be identified as bids on the envelopes. Bids shall be opened in public as stated in the public notice. A tabulation of all bids shall be conducted by the City Clerk and maintained for public review.
  4. In its sole discretion, the City Council may reject any and all bids and take one of the following actions:
    - a. Determine not to proceed with the transaction at that time;
    - b. Re-advertise for bids pursuant to the procedure prescribed by this chapter; or

- c. Determine that the equipment or supplies may be purchased at a lower price in the open market and proceed with the purchase without further complying with this chapter.
5. If no bids are received, the City Council may authorize the Purchasing Officer to proceed with the purchase without further complying with this section.
6. Contracts shall be awarded by the City Council to the lowest responsible bidder unless it is found that it would be in the public interest to accept other than the lowest bid due to the differences in quality, materials or services offered in the bid. In the case of tie bids, the City Council may, in its sole discretion, accept either bid.
7. The City Council may require that a performance bond be provided before entering into a contract with a successful bidder. The form and amount of the bond shall be described in the notice inviting the bids.

#### **V. Determination of Lowest Responsible Bidder**

In addition to price, the lowest or highest responsible bidder will be determined after the following factors have been considered:

- A. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- B. Whether the bidder has the facilities and financial ability to perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- C. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- D. The bidder's record of performance on previous contracts or services.
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- F. The quality, availability and adaptability of the supplies, equipment or services to the particular use required.
- G. The number and scope of conditions attached to the bid.

#### **VI. Special Purchasing Provisions**

Certain items, such as electronic equipment or vehicles, or City-related clothing articles, should be approved by the City Manager regardless of dollar value. The City Manager shall prepare a list of such items, and may add or delete items in his/her sole discretion.

#### **VII. Use of Other Governmental Bids in lieu of bidding**

- A. For expenditures or sales in excess of \$10,000, the City may use a competitive bid from another governmental jurisdiction in lieu of the established procedures outlined in this Administrative Directive. In such cases, the jurisdiction involved and any other identifying information should be included with the Purchase Order request.

B. Approval for such purchases remains the same as set forth in Section IV above.

**VIII. Public Works Contracts**

Public Works project purchases of materials or supplies in excess of \$5,000 must comply with California State Contracting Code §22000 et. seq. and with City Ordinance 766. Ordinance 766 is an Ordinance of the City Council of the City of Suisun City, California, repealing and replacing Chapter 3.36 of the Suisun City Municipal Code to update the informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et. seq.).

**IX. Open Purchase Orders (No dollar amount)**

A. An open purchase order is a “zero” purchase order generated for the purpose of establishing a vendor with whom a Department intends to do business. Purchases charged against an open purchase order shall not exceed \$2,500 in any 30-day period. Open purchase orders are generally used for those vendors where an undetermined amount of small purchases may be generated or where the specific fund against which purchases will be charged is not generally known until the purchase is made.

B. Open Purchase Orders shall be approved by the Purchasing Officer or designated representative.

**X. Blanket Purchase Orders (When annual costs are known)**

A. A blanket purchase order is similar to an open purchase order, except that it identifies a “not-to-exceed” purchase amount, and that amount may be encumbered against a Department’s budget.

B. A Department may generate a blanket Purchase Order for regular purchases. The purchase order should be for the projected expenses for a given time period. Individual purchases may then be charged to this purchase order until the amount encumbered has been exhausted.

C. Blanket Purchase Orders shall be approved by the Purchasing Officer or designated representative when the not-to-exceed purchase amount exceeds \$34,999.

**XI. Emergency Purchases**

A. In case of an emergency as defined below, purchases may be made without following the regular or open purchase procedures. An emergency is defined as a situation where the life, health, safety, or convenience of citizens are involved, and where it is impossible or impractical to follow regular purchase order procedures, or secure prior approval for such purchases. Such purchases will usually occur after regular working hours or on weekends when a Department Head or supervisor may not be immediately available to approve the purchase.

B. In the event of such an emergency an employee responsible for correcting the situation may make an emergency purchase of any item costing less than \$5,000. As soon as possible after the emergency, the department head should be notified of the purchase and a requisition form forwarded to the Finance Office.

**XII. Sole Source Purchases**

A purchase in excess of \$5,000 can only be purchased from a single vendor or source, then the Department Head may submit a request for approval from the Purchasing Officer, explaining the circumstances and reasons for the sole source purchase. Software renewals can be purchased from a sole source with support of the Department Head and approval of the City Manager up to the City Manager's purchase authority limit of \$34,999. If the cost of the item is equal to or in excess of \$35,000, the request must be approved by the City Council.

**XIII. Purchasing Recycled Products**

It is the goal of the City of Suisun City to utilize recycled products where the product is available at an equal or lesser value.

**XIV. Use of Credit Cards and Purchases**

The use of Procurement Cards is allowable under this Directive and shall be further regulated by the City's Procurement and Vendor Card Use Policy. Reference Administrative Directive 3 for further information. As of the adoption of this Administrative Directive, the most current Administrative Directive 3 was approved under Resolution No. 2008-107.

**XV. City Council's Right to Enter into Contracts Not Impaired**

Nothing contained in this Directive shall be construed to alter, limit or affect the right of the City Council to make or execute contracts or purchases as otherwise permitted by law.

**XVI. Declaration of Surplus Assets and Disposal of Same**

- A. All Departments shall submit to the Purchasing Officer, at such times and in such forms as he/she shall prescribe, reports showing all supplies and equipment that are no longer used or which have become obsolete or worn out. It shall be the Purchasing Officer's responsibility to declare such items as surplus.
- B. The City may dispose of surplus assets in any one of the following methods:
  - 1. Surplus supplies and equipment with no appreciable value, in the opinion of the Purchasing Officer, may be discarded as junk or recycled.
  - 2. The item may be sold or donated to another governmental jurisdiction or a non-profit corporation, provided the item would be used for a public benefit.
  - 3. The item may be used as a trade-in on, or an exchange for, the purchase of new supplies and equipment.
  - 4. The item may be sold at a public auction or by advertised bids.
- C. For any item estimated to be under \$25,000 in value, the Purchasing Officer may dispose of the item in the manner specified above. For any item estimated to be over \$25,000, the City Council must approve the action, based on a recommendation from the Purchasing Officer.

## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2020-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Residential Project at the Northeast Corner of Blossom Avenue and Railroad Avenue.

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**FISCAL IMPACT:** There would be no impact to the General Fund. The cost for retaining the firm of Stantec Consulting Services inc. to perform the environmental work is \$50,591 and is fully borne by the developer/applicant.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance; Ensure Public Safety; Enhance the Environment.

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**BACKGROUND:** A Request for Proposals (RFP) was released and due back to city staff for an environmental review and document preparation services for a residential project at the northeast corner of Blossom Avenue and Railroad Avenue. This consultant would complete the environmental document (and associated requirements) while staff processed the project entitlements. Five proposals were received including those from:

- Padre Associate Inc.
- Raney Planning and Management.
- AECOM Technical Services.
- Stantec Consulting Services Inc.
- Analytical Environmental Services.

Proposals were reviewed and any follow-up questions or clarifications were sent to the consultants for response. Following complete responses, it was determined that Stantec Consulting Services Inc. was determined to be the top-ranking proposer due to their approach and timeliness in completing the work.

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**STAFF REPORT:** Below is a listing of the five major tasks the consulting will be undertaking in completing the work. Details to each of the task can be found in Attachment 2 of this staff report:

- Task 1: Project Initiation and Project Description.
- Task 2: Conduct Field Reconnaissance and Prepare Technical Studies.
- Task 3: Prepare Administrative Draft Modified Initial Study, Screencheck Draft Modified Initial Study, and Public Draft Modified Initial Study.
- Task 4: MMRP and Response to Comments.

**PREPARED BY:**  
**APPROVED BY:**

John Kearns, Senior Planner  
Greg Folsom, City Manager

- Task 5: Project Management, Meetings & Hearings.

As shown in the Proposed Work Schedule of the proposal, the consultant anticipates completing the work within 18 weeks of initiation. The consultant will also be in attendance for any entitlement meeting where the project is discussed in order to respond to comments and question related to the environmental document.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2020-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Residential Project at the Northeast Corner of Blossom Avenue and Railroad Avenue.

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**ATTACHMENTS:**

1. Council Resolution No. 2020-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Residential Project at the Northeast Corner of Blossom Avenue and Railroad Avenue.
2. Stantec Consulting Services Inc. Proposal.

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT ON THE CITY’S BEHALF WITH  
STANTEC CONSULTING SERVICES INC. TO COMPLETE THE NECESSARY  
ENVIRONMENTAL REVIEW AND DOCUMENT FOR A RESIDENTIAL PROJECT  
AT THE NORTHEAST CORNER OF BLOSSOM AVENUE AND  
RAILROAD AVENUE.**

**WHEREAS**, a development application has been received for a residential project at the northeast corner of Blossom Avenue and Railroad Avenue that requires environmental review consistent with California state law; and

**WHEREAS**, it has been determined that it is necessary to hire a firm to complete the environment document for the project at the full cost of the applicant; and

**WHEREAS**, the City solicited a Request for Proposals (RFP) from environmental firms to complete the work for the project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City’s behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Residential Project at the Northeast Corner of Blossom Avenue and Railroad Avenue.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 17<sup>th</sup> day of November 2020 by the following vote:

<b>AYES:</b>	Council Members:	_____
<b>NOES:</b>	Council Members:	_____
<b>ABSENT:</b>	Council Members:	_____
<b>ABSTAIN:</b>	Council Members:	_____

**WITNESS** my hand and the seal of said City this 17<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Donna Pock, CMC,  
Deputy City Clerk

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Stantec Consulting Services Inc.  
1340 Treat Boulevard, Suite 300, Walnut Creek CA 94597-7966

October 1, 2020  
*Revised October 21, 2020*

John Kearns, Senior Planner  
Suisun City  
Submitted via email: [jkearns@suisun.com](mailto:jkearns@suisun.com)

**Reference: CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

Dear Mr. Kearns,

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to the City of Suisun City to prepare a Modified Initial Study pursuant to Sections 15168 and 15183 of the California Environmental Quality Act (CEQA) Guidelines, for the Blossom Avenue Apartments Project (Project) situated at the Southeast corner of the intersection of Blossom Avenue and Railroad Avenue, City of Suisun City, California, Solano County APN 0037-130-010.

As members of the community and with Bay Area offices that include the cities of Walnut Creek, Sacramento, San Francisco, Los Gatos, Petaluma, and others, we are vested in CEQA compliance in the region. Stantec has an exemplary history of producing objective, cost-effective, and timely CEQA documents that have withstood rigorous public and legal scrutiny. We have successfully worked with diverse teams for multiple apartment and infill housing projects the on recent projects in the Cities of Vacaville and Vallejo, California and are currently working on a variety of separate CEQA projects in the communities surrounding the City of Suisun City (City) including: residential projects, mixed-use projects, Mare Island redevelopment projects, and the 2019 Batman Roller Coaster project at Six Flags. Our experience preparing CEQA strategy and documentation for projects within neighboring cities, as well as serving as an extension of City Planning staff for those cities allows us an understanding of the issues your project will likely face and an edge on preparing a legally defensible document for the Project.

Based on our understanding of the Project and review of existing technical studies and reports, we propose that a Modified Initial Study be prepared to identify and assess the anticipated environmental impacts of the Project. The CEQA document would rely, in part, on the approved 2015 City of Suisun City 2035 General Plan (General Plan) and its accompanying certified Environmental Impact Report (EIR). The Modified Initial Study will be prepared to satisfy CEQA, (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.) with its analysis relying on Sections 15168 and 15183 of the CEQA Guidelines, which govern program EIRs and projects consistent with a general plan or community plan.

We understand the City is interested in the streamlining this infill project. Based on the materials provided the Modified Initial Study would be the most appropriate streamlining documentation due to considerations for other CEQA approaches that have limitations on site size, permitting requirements, and Project location; however, we would be happy to explore other options with the City if requested.

Under Section 15183 of the CEQA Guidelines, where a project is consistent with the use and density established for a property under an existing general plan or zoning ordinance for which the city has already

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

certified an EIR, no additional environmental review is required “except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.”

If these requirements are met, the examination of environmental effects is limited to those which the agency determines, in an initial study or other analysis:

- 1) Are peculiar to the project or the parcel on which the project would be located,
- 2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent,
- 3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
- 4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR. (CEQA Guidelines Section 15183(b).)

Under these sections, the program EIR, in this case the City’s General Plan EIR, serves as a basis for the Modified Initial Study to determine if project-specific impacts would occur that are not adequately covered in the previously certified EIR.

The proposed Project’s land use and development assumptions are consistent with the General Plan. Therefore, the Lead Agency (City of Suisun City) is not required to examine environmental impacts that have already been adequately evaluated in the previously certified General Plan EIR if the Project would not lead to new or substantially greater environmental impacts, or to a significant impact that is peculiar to the Project or to the Project site.

The Modified Initial Study is a public document used by the City to determine whether the Project may have a significant effect on the environment. If the City finds substantial evidence that any aspect of the Project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the Project is adverse or beneficial, the City is required to prepare an EIR. Where the City determines that some impacts may be significant while others will not be significant or can clearly be mitigated to less-than-significant levels through mitigation measures, the City may prepare an EIR focused on the potentially significant impacts. Under this last approach, the City may use an Initial Study to satisfy the requirements of CEQA Guidelines section 15168 (c)(4) and section 15128.

The Modified Initial Study will indicate whether the proposed Project would result in significant impact that: (1) is peculiar to the Project or the Project site; (2) was not identified as a significant effect in the General Plan EIR; or (3) are previously identified significant effects which as a result of substantial new information that was not known at the time that the General Plan EIR was certified, are determined to have a more severe adverse impact than discussed in the General Plan EIR. Such impacts, if any, will be evaluated in an EIR (CEQA Guidelines Section 15183).



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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

Stantec is committed to providing responsive and highly capable environmental practitioners to assist the City with the Project. Our team is experienced in preparing CEQA documentation for both public and private agencies and for all types of projects. We are able to provide seamless and flexible consultant services to accommodate expedited project processing, expansive public outreach programs, and advanced understanding of public infrastructure projects; all will help maintain the Project schedule and stay within budget. Stantec looks forward to preparing the Modified Initial Study for the Project and we encourage you to reach out if you have any questions or concerns. Our contact information is located at the end of this proposal.

## **INTRODUCTION**

The City of Suisun City is subject to CEQA which requires that all discretionary decisions made by the City Council and City Planning Commission be reviewed for environmental impacts in accordance with CEQA. Approval of the proposed Project is considered a discretionary action of the City requiring an appropriate CEQA Document. The Project is situated at the Southeast corner of the intersection of Blossom Avenue and Railroad Avenue, City of Suisun City, California, Solano County APN 0037-130-010. The purpose of the Project is to provide market-rate, work force/entry level housing in a well-positioned in-fill location within the City limits of Suisun City to the betterment of increasing the inventory of high density multi-family housing that serves the local community of Suisun City. The existing site contains 9.09 acres gross with a total resultant density of 180 residential garden-style apartment homes (19.80 units/acre based on 9.09 acres) of mixed sizes and configurations in 1, 2 & 3 bedroom opportunities.

Stantec has reviewed the overall site plan. Based on the Project location and nearby land uses, and a precursory review of the 2015 General Plan EIR, Stantec assumes that the Project should qualify for a Modified Initial Study, which would allow for complete environmental review for successful CEQA compliance.

On behalf of the City, Stantec will prepare a Modified Initial Study compliant with CEQA environmental analysis that will include: (1) Project information and project description; (2) overall environmental impacts; (3) discussion of significant and cumulative impacts; (4) discussion of mitigation measures necessary to mitigate any significant impacts; and (5) Notice of Determination for the Initial Study.

Stantec will review and utilize the following information to be provided by the City in the preparation of the Modified Initial Study:

- "Blossom Avenue" FPA APARTMENT HOMES SE Corner of Blossom Avenue and Railroad Avenue Project Description
- Grading Plan
- Site Plan
- Landscape Plan
- Phase I Environmental Site Assessment
- Limited Agricultural Investigation
- Burrowing Owl Nesting Season Survey Memorandum
- California Tiger Salamander Habitat Assessment

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

- Preliminary Aquatic Resources and Special-Status Species Assessment
- Limited Agricultural Investigation
- Aquatic Resources Delineation
- Noise Technical Study
- Cultural Resources Technical Report
- AB 52 Compliance
- Water Supply Assessment
- “Skyline Perspectives” Project Elevations
- Drainage Study
- Geotechnical Report
- Sewer and Storm Drain Report
- Water Master Plan

Under this Scope of Work, while Stantec will review all City-provided technical documents (this scope of work does not include peer-review of the technical documents and assumes that all City/Applicant-provided technical documents are adequate for use under CEQA and the CEQA approach), prepare the CEQA Project Description, and prepare the Modified Initial Study. Stantec’s documentation will meet CEQA requirements in order to withstand public scrutiny, be completed in a timely manner, and will be accomplished as efficiently and effectively as possible.

#### Summary of Deliverables

- Draft Project Description: electronic copy (Microsoft Word).
- Air Quality, Greenhouse Gas Emissions Analysis supporting documentation and modeling: appendix to Modified Initial Study.
- Transportation Assessment with VMT Analysis supporting documentation and modeling: appendix to Modified Initial Study.
- Administrative Draft Modified Initial Study: electronic copy (Microsoft Word).
- Screencheck Modified Initial Study: electronic copy (Microsoft Word).
- Public Draft Modified Initial Study to the State Clearinghouse (SCH): electronic submittal.
- Public Draft Modified Initial Study to the City: five (5) hardcopies and one electronic copy (PDF).
- Written responses to comments for City Staff Report (Microsoft Word).
- Mitigation Measure Reporting Program (PDF).

## **SCOPE OF WORK**

### **TASK 1: PROJECT INITIATION AND PROJECT DESCRIPTION**

Once contract approval between the City and Stantec has been received, Stantec will initiate Project activities working closely to ensure a detailed Project Description in compliance with City and State design standards. Such objectives include: providing a Project Description that will discuss the project setting, background, and objectives in sufficient detail to demonstrate that the Project would not necessitate the expansion or development of adjacent land uses; while still allowing the public a meaningful opportunity to

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

provide input at public meetings and provide comments on the environmental consequences of the Project. The draft Project Description will be submitted to the City for a single round of review. Revisions to the Project Description, in response to City comments, will be included in the Administrative Draft Modified Initial Study document.

The following sections will be included in the Introduction/Project Description of the Modified Initial Study: Project Name; Lead Agency Name and Contact Information; Purpose; Project Location; Site History; Land Use Designations; Summary of Project; Surrounding Land Uses and Setting; CEQA and Public Agency Review; Required Permits and Approvals; Scope of the Study; Document Organization; Project Location; Project Characteristics; Project Construction Phasing, Access, Staging, Equipment, and Methods.

Stantec's Principal in Charge, Trevor Macenski, and Project Manager, Anna Radonich, shall meet with the City to review Stantec's scope of work and the Project Description to be evaluated in the Modified Initial Study, including maps and graphics. To maximize efficiency, Stantec also proposes that the kick-off meeting agenda include, but not be limited to, the following action items:

- Introduce and establish lines of communication amongst the project team members and identify roles and responsibilities.
- Identify, discuss, and revise, as necessary, the scope, methodology, content, approach, and schedule for completion.
- Review/refine the project objectives (CEQA).
- Discuss the schedule for providing information to Stantec for documents required to prepare the Modified Initial Study.

Within a week of the kick-off meeting Stantec shall prepare and submit any revisions to the statement of work (SOW).

#### **Deliverable**

- Draft Project Description: electronic copy (Microsoft Word).

#### **TASK 2: CONDUCT FIELD RECONNAISSANCE AND PREPARE TECHNICAL STUDIES**

**Field Reconnaissance.** Under this task, Stantec staff will visit the project site to photo-document the existing conditions and gain an understanding of the site configuration and the proximity of any relevant features, such as existing sensitive receptors, so that we may evaluate these issue areas in the Modified Initial Study in a manner that is fully compliant with CEQA.

**Additional Technical Analysis.** Based on review of the site plans and initial project description, Stantec will provide an Air Quality and Greenhouse Gas Assessment and vehicle miles traveled (VMT) Assessment to support the Modified Initial Study. The air quality and greenhouse gas (GHG) analyses and VMT analysis will be wholly contained within the Air Quality and Greenhouse Gas and the Transportation sections of the Modified Initial Study, respectively.

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

All other technical assessments for the Project will be provided to Stantec. During preparation of the Modified Initial Study Stantec will review the City-provided technical documents for adequacy of use in the CEQA analysis. Should it be determined that additional analysis is required to supplement the technical reports, Stantec will prepare a memorandum to communicate the analysis gaps to the City; however, a formal peer-review and peer-review memorandum for each technical document received, is not included in this scope of work.

Stantec will use information provided in the technical reports in the CEQA analysis and include the technical reports as appendices to the Modified Initial Study. If Stantec is required to supplement the technical report with new analysis, a separate cost estimate will be provided upon request.

### **TASKS 3: PREPARE ADMINISTRATIVE DRAFT MODIFIED INITIAL STUDY, SCREENCHECK DRAFT MODIFIED INITIAL STUDY, AND PUBLIC DRAFT MODIFIED INITIAL STUDY**

Stantec will develop an Administrative Draft Modified Initial Study, Screencheck Draft Modified Initial Study, and Public Draft Modified Initial Study including a project description; Applicant proposed avoidance measures; General Plan policies and General Plan EIR mitigation measures, if significant impacts are identified, which will reduce potentially significant impacts to a less than significant level(s); figures; and required resource sections (described below) in accordance with the CEQA Guidelines. The Modified Initial Study will evaluate the potential project impacts on the resource areas covered under CEQA following the Environmental Checklist, Appendix G of the CEQA Guidelines. These resource areas include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Our team will compile all sections of the document, including attachments and appendices (if any), and will conduct a thorough internal technical peer review, senior review by the Project Manager, QA/QC review, and editorial review to ensure an appropriate level of technical content, readability, and consistency prior to submittal to the City for review.

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

The Modified Initial Study serves to evaluate whether the environmental impacts of the proposed Project are adequately addressed in the General Plan EIR. This Modified Initial Study indicates whether the proposed Project would result in significant impact that: (1) is peculiar to the Project or the Project site; (2) was not identified as a significant effect in the General Plan EIR; or (3) are previously identified significant effects which as a result of substantial new information that was not known at the time that the General Plan EIR was certified, are determined to have a more severe adverse impact than discussed in the General Plan EIR. Such impacts, if any, will be evaluated in an EIR (CEQA Guidelines Section 15183). It is assumed that potential impacts can be reduced to less than significant level and the development of an EIR is not necessary, nor included in this scope.

The Administrative Draft Modified Initial Study will be prepared for the City. Then Stantec will use the Administrative Draft Modified Initial Study to develop the Screencheck Draft and ultimately the Public Draft Modified Initial Study. While all resources presented in CEQA Guidelines Appendix G will be analyzed, the following discussions highlight those resource considerations that we anticipate being critical to the Project:

**Aesthetics, Light & Glare**— This section of the CEQA document will address the visual resources in the project vicinity and the potential for visual impacts to occur as a result of implementing the Project. The General Plan would be used to determine the local significance of the area's visual character. While the project site is currently an undeveloped lot surrounded by commercial and residential uses, the Project will constitute a new land use type on the Project site, and thus could potentially affect the aesthetic character or quality of the existing visual environment. Stantec will utilize the City-provided photo simulations or Project elevations to evaluate the potential visual and aesthetic impacts from the Project. In addition, the aesthetics characteristics will be assessed in relation to General Plan policies, Zoning Ordinance requirements, and the City's design standards for industrial park developments.

**Air Quality and Greenhouse Gases**— The project would entail construction and operation activities that would emit criteria air pollutants and greenhouse gas (GHG) emissions. Stantec will provide an air quality and GHG assessment to support the CEQA document. Stantec will follow guidance presented by the Bay Area Air Quality Management District (BAAQMD) in its CEQA Air Quality Guidelines (May 2017). Stantec will use BAAQMD's Guidelines as the basis for assessing air quality and greenhouse gas emissions impacts, including the document's recommendations for analytical approaches, thresholds, and—if necessary—mitigation measures. Stantec will document the Project's components relative to the BAAQMD's screening criteria and thresholds of significance to support the impact determinations.

**Criteria Pollutants and GHG Estimation.** The air quality and GHG assessment will include a discussion and evaluation of regional and localized short-term construction emissions and long-term operational emissions. Emissions associated with Project construction and operation will be evaluated using the current version of the California Emissions Estimator Model (CalEEMod) at the time of preparation. Pollutants to be assessed include reactive organic gases, oxides of nitrogen, carbon monoxide, particulate matter, fine particulate matter, and carbon dioxide equivalents in metric tons (MTCO<sub>2e</sub>). This task includes one round of comprehensive emissions modeling. Responses to the

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

Appendix G checklist questions for air quality will be provided, which will include a comparison of regional criteria air pollutants to recommended BAAQMD thresholds and a discussion of consistency with the applicable Clean Air Plan. Responses to the Appendix G checklist questions for greenhouse gases will be provided. Consistency with applicable greenhouse gas reduction plans will be discussed. The GHG impact analysis will address the project's build-out year and a long-term horizon consistent with the City's 2035 General Plan. The analysis will provide a discussion on 2050 emissions and the progress towards the Executive Order S-3-05 goal. The City's Draft Climate Action Plan identified a reduction target for 2020 and a significance threshold of 4 metric tons of carbon dioxide equivalents (MTCO<sub>2</sub>e) per capita efficiency standard, however given the post-2020 timeline for development of the project, that efficiency metric would not be applicable. The City identified its "fair-share" GHG reductions associated with the 2035 buildout, which was estimated to be 2.4 MTCO<sub>2</sub>e per capita per year. The 2035 efficiency metric will be used to determine the Project's GHG significance.

**Health Risk Assessment.** As an apartment project the Project would be considered a sensitive land use. Construction and operational health risks are a concern given the Project's location to adjacent residences and the Union Pacific railroad line.

During construction, the Project has the potential to expose adjacent residences to toxic air contaminants from construction equipment exhaust in the form of diesel particulate matter. The City's General Plan Program PHS-3.3 requires construction equipment over 50 brake horsepower (bhp) used in locations within 300 feet of an existing sensitive receptor to meet Tier 4 engine emission standards. Given the adjacent existing residences within this boundary, Stantec assumes that the Project will incorporate Tier 4 engine standards and a qualitative health risk assessment (HRA) will be provided. Alternatively, Stantec can provide a scope of work for a quantitative HRA, if the Project wishes to prepare a site-specific estimate of diesel particulate matter emissions associated with construction activities to demonstrate that applicable BAAQMD-recommended thresholds would not be exceeded.

The General Plan EIR include an evaluation of health risks for residential projects near the Union Pacific railroad line. The General Plan modeling determined that land uses located further than 10 feet from the railroad line would not be exposed to substantial toxic air contaminants that would exceed BAAQMD health risk thresholds of significance. Considering this information and the distance between the development and the railroad line a qualitative HRA is proposed for project operations. If it is later determined that a quantitative HRA is needed Stantec will provide the City with a scope of work for review and authorization.

**Emissions Reductions and Significance Findings.** If deemed necessary, mitigation measures will be identified to reduce significant impacts related to air constituents and GHG emissions. Emissions reductions from these measures will be quantified.





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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

### **Assumptions**

- The analysis will be wholly contained within the air quality and greenhouse gas sections of the CEQA document with supporting documentation and modeling provided as an appendix, including emissions modeling methodology and assumptions, as well as model output.
- Stantec will provide the client with the modeling assumptions for review and comment prior to initiating the comprehensive modeling. The schedule clock will be paused during the review period and will begin upon receipt of acceptance.
- CalEEMod will be used to estimate criteria air pollutant and GHG emissions.
- If CalEEMod is updated and the update precipitates revised modeling a budget augment will be warranted.
- The criteria air pollutant/greenhouse gas modeling includes one round of comprehensive modeling. Based on the Project Description, this scope includes 8 hours of modeling. If the level of effort exceeds the estimated number of hours a budget augment may be requested.
- A qualitative assessment of CO hotspots will be provided. If it is later determined that a quantitative assessment of CO is necessary, a budget augment will be requested.
- Major changes to the project features, design, schedule or other parameters that precipitate revisions to the emissions modeling may also warrant a budget augment.
- Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.
- A qualitative HRA for construction and operations will be provided under this scope of work; no dispersion modeling is included in this scope of work.
- The Project is not considered a source of substantial odors. A qualitative assessment of odors will be provided, which documents the distance to any odor sources relative to the BAAQMD's guidance.

**Data Needs.** The following data would assist in preparation of the analyses. If data is not available, Stantec will use default modeling assumptions and may propose timing and phasing assumptions for approval.

- The timing of construction, the type and number of construction equipment anticipated, and the amount of import or export of soil during construction;
- Sustainability project design features that would reduce greenhouse gas emissions (i.e., energy efficiency features beyond what is required by law, use of drought tolerant plants, water reduction features, waste reduction features, etc.).
- Traffic Study with daily, Saturday, and Sunday Trip Generation rates; if a traffic study is not prepared, default ITE rates may be used.

**Schedule.** Stantec will provide the methodology and modeling assumptions to the City for review within one week of receipt of all information needed to complete the analysis. Upon approval of the methodology and assumptions, the air quality/greenhouse gas emissions



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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

assessment will be provided to the City within four weeks. Upon receipt of comments on the Administrative Draft CEQA document, the revised assessment will be provided within 5 business days.

**Biological Resources**— The biological resources section of the Modified Initial Study will analyze direct and indirect impacts to biological resources as a result of the Project. Stantec biological resources staff will draft the biological resources section of the CEQA document and reference General Plan policies and General Plan EIR mitigation measures as necessary, using the Biological Technical Assessments provided by the City as outlined above.

**Cultural, Historic, and Tribal Resources**— The cultural resources and tribal cultural resources sections of the Modified Initial Study will be prepared using the Cultural Resources Memorandum provided by the City.

**Energy**— Consistent with the updated CEQA Guidelines, an energy assessment will be provided for the Project's construction and operational phases. The energy assessment will use information derived from the air quality and greenhouse gas modeling to provide fuel and energy use estimates for the proposed project.

**Geology and Soils**— Stantec will assess the potential geology and soils impacts of the Project. Key issues to be evaluated include the seismicity of the local area, the presence of any nearby existing fault lines and their potential effect on site development, the erodibility of site soils, soil stability characteristics, and the expansive characteristics of site soil. This analysis will be based on the existing published information (soil reports and maps, City-provided geotechnical report, other data). No additional soils or other field geological analyses will be conducted.

**Hazards and Hazardous Materials**— Stantec will prepare a public health and hazards section for the CEQA document. The analysis of toxic air contaminants will be conducted under the Air Quality section of the Modified Initial Study. The assessment for this section will be based on readily available documentation and plans. Any effect the Project could have on the provision of emergency response will also be addressed. The historical uses of the project site will be documented for periods for which data is available. Sources of information to be researched and incorporated into the hazards section will include previously prepared Phase I Environmental Site Assessments, Limited Agricultural Investigation, and background data related to the General Plan. Stantec's analysis will include evaluating any conditions which would suggest the previous, use, storage and or disposal of hazardous substances. Our analysis of hazards will also include the proposed use of the site. For example, construction of the project will involve the transportation of hazardous materials (e.g., fuel, paint) to and from the project site. The potential for these materials to be released to the environment will be evaluated. The significance of potential impacts will be determined, and mitigation measures will be recommended to minimize potential adverse impacts, if necessary.



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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

**Hydrology and Water Quality**—The Project site is bound by Railroad Avenue to the north, Blossom Avenue to the west, residential to the south, and undeveloped space, residential, and storage generally to the east. The quality of both nearby surface waters and underlying groundwater can be affected by past, current, and proposed land uses within a particular watershed. Stantec assumes that the General Plan will provide adequate drainage information in conjunction with the City’s utility and engineering departments. The CEQA document will qualitatively evaluate the potential hydrologic impacts to both minimize offsite flooding and reduce impacts to local stormwater receptors and downstream receiving waters. The State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Board (RWQCB) have established water quality standards required by Section 303 of the Clean Water Act and the Porter-Cologne Water Quality Control Act. The hydrology and water quality analysis will address the Project’s compliance with the State’s construction stormwater regulations.

**Land Use and Planning**— The Project would involve development of multifamily residential uses on a site designated Medium Density Residential and zoned Medium-Density Residential (RM). Therefore, the Project shall be assessed for consistency with the General Plan and Zoning Ordinance. Additionally, the proposed uses and associated infrastructure improvements shall be assessed in accordance with the development standards set forth in the General Plan and Zoning Ordinance. Stantec will describe existing land uses in the vicinity based on aerial photographs and one site visit.

**Noise**— Stantec incorporate the City-provided noise impact assessment to support the CEQA document. City-provided noise impact assessment will be reviewed and incorporated for anticipated noise during and post-construction of the Project. The noise section will include an analysis of the construction and operational noise expected from the project. Major noise sources at the Project site are anticipated to be related to roadways and vehicle traffic, especially from Railroad Avenue, Blossom Avenue, Amber Drive, and Southern Pacific Railroad. Noise increases associated with traffic as well as construction, stationary sources such as HVAC equipment, and general operational activities associated with the Project, will be evaluated.

**Public Services and Recreation**— The Project would represent an increase in the City’s overall residential population and has the potential to increase the use of public services or local and regional recreational facilities. Stantec will evaluate the Project’s impacts on Suisun City Police and Fire Departments. Since extensive services are already currently provided in the project area, the Modified Initial Study will compare the potential expansion of these services with existing standards set forth by the respective applicable agency. Stantec will contact and work collaboratively with potentially affected City and local agencies to identify relevant existing conditions, possible project impacts, and coordination requirements. The public services and recreation analyses will focus on physical environmental impacts that would result if the Project resulted in the need for new or expanded services.

**Transportation**— Stantec will prepare an analysis of the Project’s impact on transportation. The analysis will address the recently revised changes to the CEQA Guidelines (Cal. Code Regs., Title 14, Div. 6, Ch. 3, § 15000 et seq.) regarding the analysis of transportation impacts. Under the



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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

revised Guidelines, VMT is recognized as the most appropriate metric to evaluate a project's transportation impacts. The Governor's Office of Planning and Research (OPR) has provided a Technical Advisory (December 2018) that recommends specific VMT significance thresholds that may constitute a significant transportation impact and lead agencies have the discretion to set or apply their own thresholds of significance. OPR recommends use of a per-capita measurement of VMT for CEQA analysis based on average VMT per resident for evaluation of residential development and average VMT per employee for evaluation of office development. Consistent with the OPR recommendations, in July 2020 the City of Suisun City prepared a draft recommended approach and methodology for VMT analysis.

Using data generated by the City of Fairfield travel demand model, we will document the home-based VMT data for residents of the Project. The Project's level of impact will be identified based on the methodology and significance thresholds documented in the City's July 2020 methodology memorandum. Additional CEQA checklist items related to transportation, which address conflicts with an existing City program, plan, ordinance, or policy, geometric design features that substantially increase hazards, and adequacy of emergency access, will be addressed as applicable. Should the project exceed a threshold of significance, appropriate VMT reduction measures will be identified where feasible.

The transportation assessment will be wholly contained within the Transportation section of the CEQA document, and all relevant data and calculations will be an appendix to the CEQA Document.

#### **Assumptions**

- The VMT analysis will be based on travel demand model data to be derived using a readily available version of the City of Fairfield travel demand model as described in the City's July 2020 methodology memorandum.

**Utilities and Service Systems—** Stantec will evaluate the Project's potential impacts on the public utility systems. Utilities are available for use at the boundaries of the Project site and the analysis will not include the assumption of upgrading these services. In addition, any other available infrastructure information prepared by City staff, the Applicant's project team (including the Water Master Plan, if applicable), and utilities and services purveyors will be reviewed and evaluated for potential impacts related to water supply and treatment. The Project's impact on utilities and service systems will be evaluated both during construction and during operation of the Project.

The Administrative Draft Modified Initial Study will comply with CEQA Guidelines and will conform to the City's format and typical thresholds for determining significant effects. Stantec will prepare a Modified Initial Study that contains the following elements:

- Table of Contents.
- Introduction.
- Environmental Review and Approval.

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

- Scope of the Modified Initial Study.
- Public and Agency Review.
- Project Information.
- Project Description.
- Mitigation Monitoring and Reporting Program.
- Consistency with the City's Plans and Policies.
- Environmental Factors Potentially Affected.
- Determination.
- Discussion of Environmental Setting, Potential Impacts, and General Plan policies and General Plan EIR mitigation measures. *An identification of environmental effects through the use of the Appendix G checklist along with explanations supporting the entries. Stantec will analyze potential impacts to those subject areas outlines above in this task.*
- Mandatory Findings of Significance.
- References Cited.
- Agencies and Persons Contacted/Consulted.
- Report Preparers.

A detailed analysis of impacts that could occur as a result of implementation of the Project will be conducted and presented for each element of the natural and human environment. Baseline conditions will be qualitatively and quantitatively described. The boundaries of the affected environment will be established by definable geographic units such as airshed, watershed, viewshed, and socio-political boundaries. Impacts will be qualitatively and quantitatively assessed and described. Significance of impacts will be measured against criteria that have been established by regulation, accepted standards, or other definable criteria. Information sources will be cited.

#### **Administrative Draft and Screencheck Modified Initial Study**

Stantec will prepare and submit one electronic copy (Microsoft Word) of the Administrative Draft Modified Initial Study to the City for City review. It is assumed that the City will provide one consolidated and reconciled set of comments on the Administrative Draft Modified Initial Study. Upon receipt of the Modified Initial Study comments, Stantec will make necessary revisions and prepare and submit one electronic copy of the Screencheck Modified Initial Study to the City for City. It is assumed that the City will provide one consolidated and reconciled set of comments on the Screencheck Modified Initial Study and that comments will be minimal and not require new analysis.

#### **Deliverables**

- Administrative Draft Modified Initial Study: one electronic copy (Microsoft Word).
- Screencheck Modified Initial Study: one electronic copy (Microsoft Word).

#### **Public Draft Modified Initial Study**

After implementation of Screencheck comments, Stantec will prepare the Public Draft Modified Initial Study. This is the version of the document which will circulate around to the public, posted on the City's website, and sent to the State Clearinghouse. Stantec understands that the City will prepare all public notices,

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Reference: **CEQA Proposal for Blossom Avenue Apartments – Suisun City, California**

newspaper notices, citizen mailings, etc. Stantec will review the Notice of Intent to Adopt (NOA) form and submit the following:

- Electronic submittal of the Modified Initial Study to the State Clearinghouse. It is also assumed that the City will be responsible for further distribution of the Modified Initial Study as required by law.
- Stantec will provide the City with five (5) bound hard copies and one (1) electronic copy (PDF) of the public version of the Modified Initial Study.

#### **Deliverable**

- Public Draft Modified Initial Study to the State Clearinghouse: electronic submittal
- Public Draft Modified Initial Study to the City: five (5) hardcopies and one (1) electronic copy (PDF).

#### **TASK 4: MMRP AND RESPONSE TO COMMENTS**

The completion of Task 4 is based upon the assumption that the Project would not be controversial and would not require extensive responses to agency and public comment on the Public Draft Modified Initial Study.

After the statutory public comment period has taken place, Stantec will work with the City to respond to all comments related to the environmental analysis and provide the City with responses for their Staff Report. This task does not include the formal preparation of a response to comments document. To this end, Stantec will prepare written responses to comments received during the public review period and submit them for City staff review within 15 days of receipt of comments from the City. The responses to comments will be prepared based on the requirements of the State CEQA Statutes and Guidelines. We assume the City will receive all public comments and compile them for Stantec. Responses that are within this proposal's scope of work and budget consist of explanation, elaboration, or clarification of the data contained in the Public Draft Modified Initial Study, with a budgeted effort for technical staff to respond to 10 individual comments.

Accordingly, the budget for this task allows for time to finalize the CEQA documentation and prepare a Mitigation Monitoring and Reporting Program (MMRP), which will include revising mitigation measures included in the RTC.

#### **Deliverables**

- Written responses to comments for City Staff Report (Microsoft Word).
- MMRP: electronic copy (PDF).

#### **TASK 5: PROJECT MANAGEMENT, MEETINGS & HEARINGS**

Stantec will coordinate two (2) virtual project meetings with the Stantec team and City personnel. In addition, this task includes the internal coordination required to publish the necessary CEQA documentation and to prepare the final Modified Initial Study for adoption by the City.

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This task consists of those management activities that ensure Stantec's ability to keep the project running smoothly, on time, and within budget. As the liaison between Stantec staff and the City staff, Stantec's Project Manager will ensure that information is distributed appropriately, that comments regarding project-related issues are communicated effectively and efficiently, and that financial performance is tracked regularly (i.e., invoices). The cost estimate includes the programmed meetings summarized below.

- **Early Consultation Meeting**—Stantec's Principal in Charge, Trevor Macenski, and Project Manager, Anna Radonich, will attend one (1) one-hour virtual project kick-off meeting with City staff and project team to review the Project Description, discuss critical project items and identify any known data or information gaps required to prepare the Modified Initial Study.
- **Modified Initial Study Review Meeting**— Stantec will review comments of the City before coordinating a review meeting to address any comments on the Administrative Draft Modified Initial Study. It is assumed that both Trevor and Anna will attend one one-hour virtual meeting to review comments on the Administrative Draft Initial Study.
- **Public Hearings**— Trevor and Anna will attend up to two 2-hour public hearings for the Project (assumed to likely be one Planning Commission hearing and one City Council hearing).

Additional meetings not discussed in the scope may be attended at a rate of \$2,500 per meeting, for both Trevor and Anna to attend, with prior approval from the City.



**PROPOSED WORK SCHEDULE**

The following is the proposed work schedule for the Project in Suisun City. Stantec is committed to meeting the schedule outlined below and assumes the City will be able to adhere to the identified review periods to meet the Project’s schedule objectives.

WORK PRODUCT	ESTIMATED COMPLETION WEEK *
Authorization to Proceed	Week 1
Project Initiation	Week 1
Stantec Submits Draft Project Description	Week 2
City Reviews Draft Project Description	Week 3
Stantec Submits Admin Draft Modified Initial Study	Week 5
City Reviews Admin Draft Modified Initial Study	Weeks 6-8
Stantec Revised and Submits Screencheck Modified Initial Study to City	Weeks 9
City Reviews Screencheck Modified Initial Study	Weeks 10-11
Stantec Revises and prepares Modified Initial Study for Public Review	Week 12
Modified Initial Study Distributed for Public Review	Weeks 13-17
Stantec Finalizes Modified Initial Study, Prepares/Submits MMRP	Week 18
*Schedule is based on assumption that Stantec receives the following at the Project Kick-off in Week 1: Project information; all information needed for the air quality and greenhouse gas assessment and VMT assessment; site plans; and technical studies (including Phase I Assessment, Geotechnical Report, etc.).	





**FEE SCHEDULE**

The cost estimate for providing the Modified Initial Study in accordance with CEQA for the Project is shown below. The Total Cost included below covers the SOW described herein, as well as all production, travel, and associated expenses.

TASK BUDGET	PROJECT BUDGET
Professional Labor	
Task 1: Project Initiation and Project Description	\$2,065
Task 2: Field Reconnaissance and Technical Studies	
Project Site Visit	\$1,114
Task 3: Prepare Administrative, Screencheck, & Public Draft Modified Initial Study	\$11,066
Air Quality/GHG and HRA Assessment	\$7,476
Energy Assessment	\$5,442
VMT Assessment	\$10,888
Task 4: Modified Initial Study, MMRP, & RTC	\$4,100
Task 5: Project Management, Meetings, and Hearings	\$5,940
Stantec Labor Sub Total	\$48,091
Direct Costs	\$2,500
<b>Stantec Total Costs</b>	<b>\$50,591</b>



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The assumptions used in determining the above project schedule and fee are provided below:

### **General Assumptions**

- No stand-alone technical studies are needed beyond the analysis in the CEQA document.
- This scope of work does not include peer-review of the technical documents and assumes that all City/Applicant-provided technical documents are adequate for use under CEQA and the CEQA approach),
- The City to provide all project-related materials, including information to support a preliminary Project Description, site plans, technical studies (including Biological Resources Technical Report and Wetlands Delineation, Geotechnical Report, etc.) at or prior to the project initiation meeting.
- At any stage of the project process, Agency/Public/Stakeholder comments calling for analysis of additional facilities/scenarios/alternatives (beyond those listed in this proposal) will be completed only upon approval of an appropriate contract addendum.
- This scope of work assumes that Stantec will respond to 10 individual comments received on the Public Modified Initial Study and that any comments received on information provided in City-provided technical document will be responded to by the City.
- The City will prepare all public notices, newspaper notices, NOA, citizen mailings, and all statutorily required notifications as required by CEQA.
- Stantec assumes that any environmental permitting for the Project will occur prior to construction and any permitting requirements for the Project are not included in the scope for the development of the Modified Initial Study.
- Stantec assumes that National Historic Preservation Act (NHPA) Section 106 compliance is not required for the Project.
- The City is available to consult with Native American Tribe representatives in accordance with the recently passed AB 52.
- The City will be responsible for drafting and mailing tribal consultation letters per AB 52.
- Stantec assumes that the scope of work, cost, and schedule will be included as part of the agreement between the City and Stantec.

### **Air Quality Scope Assumptions**

- The analysis will be wholly contained within the air quality and greenhouse gas sections of the CEQA document with supporting documentation and modeling provided as an appendix, including emissions modeling methodology and assumptions, as well as model output.
- Stantec will provide the client with the modeling assumptions for review and comment prior to initiating the comprehensive modeling. The schedule clock will be paused during the review period and will begin upon receipt of acceptance.
- CalEEMod will be used to estimate criteria air pollutant and GHG emissions.
- If CalEEMod is updated and the update precipitates revised modeling a budget augment will be warranted.

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- The criteria air pollutant/greenhouse gas modeling includes one round of comprehensive modeling. Based on the Project Description, this scope includes 8 hours of modeling. If the level of effort exceeds the estimated number of hours a budget augment may be requested.
- A qualitative assessment of CO hotspots will be provided. If it is later determined that a quantitative assessment of CO is necessary, a budget augment will be requested.
- Major changes to the project features, design, schedule or other parameters that precipitate revisions to the emissions modeling may also warrant a budget augment.
- Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.
- A qualitative HRA for construction and operations is proposed, no dispersion modeling is included in this scope of work.
- The Project is not considered a source of substantial odors. A qualitative assessment of odors will be provided, which documents the distance to any odor sources relative to the BAAQMD's guidance.

**Data Needs.** The following data would assist in preparation of the analyses. If data is not available, Stantec will use default modeling assumptions and may propose timing and phasing assumptions for approval.

- The timing of construction, the type and number of construction equipment anticipated, and the amount of import or export of soil during construction.
- Sustainability project design features that would reduce greenhouse gas emissions (i.e., energy efficiency features beyond what is required by law, use of drought tolerant plants, water reduction features, waste reduction features, etc.).
- Traffic Study with daily, Saturday, and Sunday Trip Generation rates; if a traffic study is not prepared, default ITE rates may be used.

**Schedule.** Stantec will provide the methodology and modeling assumptions to the City for review within one week of receipt of all information needed to complete the analysis. Upon approval of the methodology and assumptions, the air quality/greenhouse gas emissions assessment will be provided to the City within four weeks. Upon receipt of comments on the Administrative Draft CEQA document, the revised assessment will be provided within 5 business days.

#### **Transportation Assumptions**

- The VMT analysis will be based on travel demand model data to be derived using a readily available version of the City of Fairfield travel demand model as described in the City's July 2020 methodology memorandum.

#### **Production Assumptions**

- Draft Project Description: electronic copy (Microsoft Word).
- Air Quality, Greenhouse Gas Emissions Analysis supporting documentation and modeling: appendix to Modified Initial Study.
- Transportation Assessment with VMT Analysis supporting documentation and modeling: appendix to Modified Initial Study.
- Administrative Draft Modified Initial Study: electronic copy (Microsoft Word).
- Screencheck Modified Initial Study: electronic copy (Microsoft Word).

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- Public Draft Modified Initial Study to the State Clearinghouse (SCH): electronic submittal
- Public Draft Modified Initial Study to the City: five (5) hardcopies and one electronic copy (PDF).
- Written responses to comments for City Staff Report (Microsoft Word).
- Mitigation Measure Reporting Program (PDF)

### **Meeting Assumptions**

- Early Consultation Meeting—Stantec’s Principal in Charge, Trevor Macenski, and Project Manager, Anna Radonich, will attend one (1) one-hour virtual project kick-off meeting with City staff and project team to review the Project Description, discuss critical project items and identify any known data or information gaps required to prepare the Modified Initial Study.
- Modified Initial Study Review Meeting— Stantec will review City comments before coordinating a review meeting to address any comments on the Administrative Draft Modified Initial Study. It is assumed that both Trevor and Anna will attend one one-hour virtual meeting to review comments on the Administrative Draft Initial Study.
- Public Hearings— Trevor and Anna will attend up to two 2-hour public hearings for the Project (assumed to likely be one Planning Commission hearing and one City Council hearing).
- Additional meetings not discussed in the scope may be attended at a rate of \$2,500 per meeting, for both Trevor and Anna to attend, with prior approval from the City.

*As we are all aware, we are all working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today but may change as conditions change. We would be pleased to have a further discussion with you to share our respective plans and efforts to help manage and mitigate the impact of this evolving situation on your contract.*

Cheers,

A handwritten signature in black ink, appearing to read "T. Macenski", written over a horizontal line.

**Trevor Macenski**

Senior Principal – US Geographic  
Technical Leader for Impact Assessment,  
Permitting, and Compliance  
916.508.4170  
[trevor.macenski@stantec.com](mailto:trevor.macenski@stantec.com)

A handwritten signature in black ink, appearing to read "A. Radonich", written over a horizontal line.

**Anna Radonich**

Senior Planner  
925.285.6541  
[anna.radonich@stantec.com](mailto:anna.radonich@stantec.com)

## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**CITY AGENDA ITEM:** Approve the First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) Effective December 28, 2018 through December 31, 2020; Approve the Second Amendment to the Suisun City Employees Association (SCEA) MOU effective December 28, 2018 through December 31, 2020; Approve the Third Amendment to the Suisun City Management and Professional Employees Association (SCMPEA) MOU Effective December 28, 2018 through December 31, 2020

- a. Council Adoption of Resolution No. 2020-\_\_ :- Approving a First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) Effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
- b. Council Adoption of Resolution No. 2020-\_\_ :- Approving a Second Amendment to the Suisun City Employees Association (SCEA) MOU effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
- c. Council Adoption of Resolution No. 2020-\_\_ :- Approving a Third Amendment to the Suisun City Management and Professional Employees Association (SCMPEA) MOU Effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay and Fire Duty Chief Standby Pay to the MOU

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**FISCAL IMPACT:** The fiscal impact of adding Critical Staffing Retention and Recruiting Pay to the SCPOA, SCEA, and SCMPEA MOUs is expected to be an increase of approximately \$229,000 during the current fiscal year. The fiscal impact of adding Fire Duty Chief Pay to the SCMPEA MOUs is expected to be an increase of approximately \$91,000 during the current fiscal year. These costs of the Critical Staffing Retention and Recruiting Pay will be absorbed by realized savings in current vacant Police Officer positions.

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**STRATEGIC PLAN IMPACT:**

Provide Good Governance

- Section 4.8 – Continuously improve the City's governance process.

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**BACKGROUND:**

On March 5, 2019, the City Council approved a Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Police Officers' Association (SCPOA), effective December 28, 2018 through December 31, 2020 (SCPOA MOU 2018-20) with the adoption of Resolution No. 2019-17.

On February 5, 2019, the City Council approved a Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Employees' Association (SCEA), effective December 28, 2018 through December 31, 2020 (SCEA MOU 2018-20) with the adoption of Resolution No. 2019-03. Subsequently, City Council approved a First Amendment to the SCEA

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**PREPARED BY:**

Michelle Pellegrino, Consultant

**REVIEWED & APPROVED BY:**

Greg Folsom, City Manager

MOU 2018-20 on January 14, 2020 with the adoption of Resolution No. 2020-04, which amended the night-time differential compensation, flexible benefit option, uniforms and uniform allowance, and vacation leave provisions.

On February 5, 2019, the City Council approved a Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Management and Professional Employees Association (SCMPEA), effective December 28, 2018 through December 31, 2020 (SCMPEA MOU 2018-20) with the adoption of Resolution No. 2019-04. Subsequently, City Council approved a First Amendment to the SCMPEA MOU 2018-20 on January 14, 2020 with the adoption of Resolution No. 2020-05, which amended the flexible benefit option, executive leave hours, and vacation leave provisions. Then on May 5, 2020, City Council approved a Second Amendment to the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2020-56, which amended the certification and education incentive pay and executive leave provisions.

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**STAFF REPORT:** The City and authorized labor relations representatives for SCPOA, SCEA, and SCMPEA have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act, codified as Gov't Code Sections 3500-3511 and reached a Tentative Agreement on Critical Staffing Retention and Recruiting Pay for all three groups and Fire Duty Chief Standby Pay for SCMPEA. The following Amendments are attached as Exhibits to this item:

A First Amendment (attached as Exhibit "A" to the proposed resolution) to add the following Critical Staffing Retention and Recruiting Pay provision to the SCPOA MOU 2018-20, which was ratified by the SCPOA membership and then signed by the parties.

#### **ARTICLE VIII - COMPENSATION**

...

##### **11. Critical Staffing Retention and Recruiting Pay**

The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Officers and Police Sergeants. To address this critical staffing issue and to mitigate the resulting negative impacts upon impacted SCPOA members, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention as outlined below:

A. Effective retroactive to July 1, 2020, represented employees in the classifications of Police Officer and Police Sergeant who are still on payroll as of the date this First Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCPOA MOU 2018-20. This benefit shall sunset and shall not continue after expiration of the SCPOA MOU

A Second Amendment (attached as Exhibit "A" to the proposed resolution) to add the following Critical Staffing Retention and Recruiting Pay provision to the SCEA MOU 2018-20, which was ratified by the SCEA membership and then signed by the parties.

**ARTICLE VIII - COMPENSATION**

...

4. Critical Staffing Retention and Recruiting Pay

The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Officers and Dispatchers. To address this critical staffing issue and to mitigate the resulting negative impacts upon impacted SCEA members, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention as outlined below:

- A. Effective retroactive to July 1, 2020, represented employees in the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher who are still on payroll as of the date this Second Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCEA MOU 2018-20. This benefit shall sunset and shall not continue after expiration of the SCEA MOU 2018-20 unless specifically negotiated and confirmed in writing by the parties.

A Third Amendment (attached as Exhibit “A” to the proposed resolution) to add the following Critical Staffing Retention and Recruiting Pay and Fire Duty Chief Standby Pay provisions to the SCMPEA MOU 2018-20, which was ratified by the SCMPEA membership and then signed by the parties.

**ARTICLE VII - COMPENSATION**

...

4. Critical Staffing Retention and Recruiting Pay

The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Officers and Dispatchers, classifications that are supervised by SCMPEA represented classifications of Police Commander and Dispatch & Records Supervisor. To address this critical staffing issue and to mitigate the resulting negative impacts upon impacted SCMPEA members, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention, and extend a similar benefit to the impacted supervising SCMPEA members as outlined below:

- A. Effective retroactive to July 1, 2020, Police Commanders still on payroll as of the date this Third Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCMPEA MOU 2018-20. This benefit shall sunset and shall not continue after expiration of the SCMPEA MOU 2018-20 unless specifically negotiated and confirmed in writing by the parties.

- B. Effective retroactive to July 1, 2020, Dispatcher & Records Supervisors who are still on payroll as of the date this Third Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCMPEA MOU 2018-20. This benefit shall sunset and shall not continue after expiration of the SCMPEA MOU 2018-20 unless specifically negotiated and confirmed in writing by the parties.

5. Fire Duty Chief Standby Pay

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, Fire Division Chiefs may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Effective retroactive to July 1, 2020, Fire Division Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater or lesser days. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

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**RECOMMENDATION:** It is recommended that the City Council adopt the following:

- A. Resolution No. 2020-\_\_: Approving a First Amendment to the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
- B. Resolution No. 2020-\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Employees Association (SCEA) effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
- C. Resolution No. 2020-\_\_: Approving a Third Amendment to the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Management and Professional Employees Association (SCMPEA) effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay and Fire Duty Chief Standby Pay to the MOU



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**ATTACHMENTS:**

1. Resolution No. 2020-\_\_: Approving a First Amendment to the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
2. Resolution No. 2020-\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Employees Association (SCEA) effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay to the MOU
3. Resolution No. 2020-\_\_: Approving a Third Amendment to the Memorandum of Understanding (MOU) between the City of Suisun City and the Suisun City Management and Professional Employees Association (SCMPEA) effective December 28, 2018 through December 31, 2020, to Add Critical Staffing Retention and Recruiting Pay and Fire Duty Chief Standby Pay to the MOU

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**RESOLUTION NO. 2020-\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS’ ASSOCIATION (SCPOA) EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020, TO ADD CRITICAL STAFFING RETENTION AND RECRUITING PAY TO THE MOU**

**WHEREAS**, on March 5, 2019, the City Council of the City of Suisun City approved the SCPOA MOU 2018-20 with the adoption of Resolution No. 2019-17; and

**WHEREAS**, in Fiscal Year 2020-21, the City will experience a shortfall of \$5.1 million in General Fund operating budget. In addition to the already existing and long-term structural budget shortfall, measures implemented by local, state, and federal governmental authorities to protect public health in response to COVID-19 have imposed additional financial impact on the City’s revenues; and

**WHEREAS**, as an additional step to address this shortfall, the City is transferring funds from Measure S to balance the FY 2020/21 General Fund operating budget; and

**WHEREAS**, the City and SCPOA’s authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Miliias-Brown Act (MMBA), Gov’t Code Sections 3500-3511, regarding creating an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants; and

**WHEREAS**, the City and SCPOA now desire to further amend the SCPOA MOU 2018-20 by means of this First Amendment in order to provide for an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants, which First Amendment was ratified by the SCPOA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this First Amendment; and

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

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The First Amendment to the SCPOA MOU 2018-20 between the City and SCPOA attached hereto as Exhibit “A” is hereby accepted, approved, and adopted.

Section 3. Authorize the Finance Director to transfer funds from Measure S to the FY 2020/21 General Fund operating budget.

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Section 4. Effective Date. This resolution is effective upon its adoption.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17<sup>th</sup> day of November 2020, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of the City of Suisun City this 17<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

FIRST AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SUISUN CITY AND  
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION  
EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

This First Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Employees Association effective December 28, 2018 through December 31, 2020 (SCPOA MOU 2018-20) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Police Officers' Association (SCPOA).

R E C I T A L S:

WHEREAS, on March 5, 2019, the City Council of the City of Suisun City approved the SCPOA MOU 2018-20 with the adoption of Resolution No. 2019-17.

WHEREAS, in Fiscal Year 2020-21, the City will experience a shortfall of \$5.1 million in General Fund operating budget. In addition to the already existing and long-term structural budget shortfall, measures implemented by local, state, and federal governmental authorities to protect public health in response to COVID-19 have imposed additional financial impact on the City's revenues.

WHEREAS, as an additional step to address this shortfall, the City is transferring funds from Measure S to balance the FY 2020/21 General Fund operating budget.

WHEREAS, the City and SCPOA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding creating an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants.

WHEREAS, the City and SCPOA now desire to further amend the SCPOA MOU 2018-20 by means of this First Amendment in order to provide for an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants, which First Amendment was ratified by the SCPOA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this First Amendment, the parties hereto agree to add Section 11 Critical Staffing Retention and Recruiting Pay to Article VIII – COMPENSATION of the SCPOA MOU 2018-20 as follows:

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION - EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020**

**ARTICLE VIII - COMPENSATION**

...

**11. Critical Staffing Retention and Recruiting Pay**

The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Officers and Police Sergeants. To address this critical staffing issue and to mitigate the resulting negative impacts upon impacted SCPOA members, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention as outlined below:

- A. Effective retroactive to July 1, 2020, represented employees in the classifications of Police Officer and Police Sergeant who are still on payroll as of the date this First Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCPOA MOU 2018-20. This benefit shall sunset and shall not continue after expiration of the SCPOA MOU 2018-20 unless specifically negotiated and confirmed in writing by the parties.

The representatives of the City and of the SCPOA have jointly prepared this First Amendment to the SCPOA MOU 2018-20, and jointly present same to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this First Amendment to the SCPOA MOU 2018-20, all other provisions of the SCPOA MOU 2018-20 shall remain in full force and effect. The parties also know that this First Amendment to the SCPOA MOU 2018-20 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City.

Subject to the foregoing and in witness whereof, this First Amendment is hereby executed by the authorized representatives of the City and the SCPOA and entered into as of this \_\_\_ day of October, 2020.

**IT IS SO AGREED:**

**City Representative:**

\_\_\_\_\_  
Greg Folsom, City Manager

**SCPOA Representatives:**

  
\_\_\_\_\_  
Jose Martinez, President

  
\_\_\_\_\_  
Jeremy Snyder, Vice-President

  
\_\_\_\_\_  
Michael D. Pugh, Labor Relations  
Consultant

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE  
SUISUN CITY POLICE OFFICERS' ASSOCIATION - EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020**

Approved as to form  
Aleshire & Wynder, LLP

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Anthony R. Taylor, City Attorney

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**RESOLUTION NO. 2020-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF  
UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE  
SUISUN CITY EMPLOYEES’ ASSOCIATION (SCEA) EFFECTIVE DECEMBER 28,  
2018 THROUGH DECEMBER 31, 2020, TO ADD CRITICAL STAFFING  
RETENTION AND RECRUITING PAY TO THE MOU**

**WHEREAS**, on February 5, 2019, the City Council of the City of Suisun City approved the SCEA MOU 2018-20 with the adoption of Resolution No. 2019-03; and

**WHEREAS**, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-04, approving a First Amendment to the SCEA MOU 2019-20, to Amend the Night Time Hours Differential, Flexible Benefits Options, Uniforms and Uniforms Allowance, and Vacation Accrual Provisions of the SCEA MOU 2019-20; and

**WHEREAS**, the City and SCPOA’s authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov’t Code Sections 3500-3511, regarding creating an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants; and

**WHEREAS**, the City and SCPOA now desire to further amend the SCPOA MOU 2018-20 by means of this First Amendment in order to provide for an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants, which First Amendment was ratified by the SCPOA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this First Amendment; and

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

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The Second Amendment to the SCEA MOU 2018-20 between the City and SCEA attached hereto as Exhibit “A” is hereby accepted, approved, and adopted.

Section 3. Authorize the Finance Director to transfer funds from Measure S to the FY 2020/21 General Fund operating budget.

Section 4. Effective Date. This resolution is effective upon its adoption.

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**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17<sup>th</sup> day of November 2020, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of the City of Suisun City this 17<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

SECOND AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SUISUN CITY AND  
THE SUISUN CITY EMPLOYEES ASSOCIATION  
EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

This Second Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Employees Association effective January 1, 2019 through December 31, 2020 (SCEA MOU 2019-20) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Employees Association (SCEA).

R E C I T A L S:

WHEREAS, on February 5, 2019, the City Council of the City of Suisun City approved the SCEA MOU 2019-20 with the adoption of Resolution No. 2019-03.

WHEREAS, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-04, approving a First Amendment to the SCEA MOU 2019-20, to Amend the Night Time Hours Differential, Flexible Benefits Options, Uniforms and Uniforms Allowance, and Vacation Accrual Provisions of the SCEA MOU 2019-20.

WHEREAS, the City and SCEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding creating an additional compensation benefit for critical staffing retention and recruiting pay for dispatchers.

WHEREAS, the City and SCEA now desire to further amend the SCEA MOU 2019-20 by means of this Second Amendment in order to provide for an additional compensation benefit for critical staffing retention and recruiting pay for dispatchers, which Second Amendment was ratified by the SCEA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Second Amendment, the parties hereto agree to add Section 4 Critical Staffing Retention and Recruiting Pay to Article VIII – COMPENSATION of the SCEA MOU 2019-20 as follows:

**ARTICLE VIII - COMPENSATION**

...

4. Critical Staffing Retention and Recruiting Pay

The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Officers and Dispatchers. To address this critical staffing issue and to mitigate the resulting negative impacts upon impacted SCEA members, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention as outlined below:

- A. Effective retroactive to July 1, 2020, represented employees in the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher who are still on payroll as of the date this Second Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCEA MOU 2019-20. This benefit shall sunset and shall not continue after expiration of the SCEA MOU 2019-20 unless specifically negotiated and confirmed in writing by the parties.

The representatives of the City and of the SCEA have jointly prepared this Second Amendment to the SCEA MOU 2019-20, and jointly present same to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this Second Amendment to the SCEA MOU 2019-20, all other provisions of the SCEA MOU 2019-20 and the First Amendment thereto shall remain in full force and effect. The parties also acknowledge that this Second Amendment to the SCEA MOU 2019-20 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City.

Subject to the foregoing and in witness whereof, this Second Amendment is hereby executed by the authorized representatives of the City and the SCEA and entered into as of this 14th day of October, 2020.

[SIGNATURES ON NEXT PAGE]

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUSUN CITY AND THE  
SUSUN CITY EMPLOYEES ASSOCIATION - EFFECTIVE JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

**IT IS SO AGREED:**

**For The City:**

\_\_\_\_\_  
Greg Folsom, City Manager

**For SCEA:**

 10/15/20  
Del Mallory, SFU Local 1021 Area Field  
Director Region A

 10/16/20  
Marcos Zapeda, SFU Local 1021 Field  
Representative



John Bryan, SCEA Acting President (AP)



Gemma Geluz, SCEA Shop Steward

Approved as to form  
Aleshire & Wynder, LLP

\_\_\_\_\_  
Anthony R. Taylor, City Attorney



**RESOLUTION NO. 2020-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF  
UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE  
SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES'  
ASSOCIATION (SCMPEA) EFFECTIVE DECEMBER 28, 2018 THROUGH  
DECEMBER 31, 2020, TO ADD CRITICAL STAFFING RETENTION AND  
RECRUITING PAY AND FIRE DUTY CHIEF STANDBY PAY TO THE MOU**

**WHEREAS**, on February 5, 2019, the City Council of the City of Suisun City approved the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2019-04; and

**WHEREAS**, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-05, approving a First Amendment to the SCMPEA MOU 2018-20, to Amend the Flexible Benefits Options, Executive Leave Hours, and Vacation Accrual Provisions of the MOU; and

**WHEREAS**, on May 5, 2020, the City Council approved and adopted Resolution No. 2020-56, approving a Second Amendment to the SCMPEA MOU 2018-20, to increase Certification Pay for Police Commanders, and in order to provide further opportunity to cash out additional Executive Leave; and

**WHEREAS**, the City and SCPOA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding creating an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants; and

**WHEREAS**, the City and SCPOA now desire to further amend the SCPOA MOU 2018-20 by means of this First Amendment in order to provide for an additional compensation benefit for critical staffing retention and recruiting pay for police officers and police sergeants, which First Amendment was ratified by the SCPOA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this First Amendment; and

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

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The Third Amendment to the SCMPEA MOU 2018-20 between the City and SCMPEA attached hereto as Exhibit "A" is hereby accepted, approved, and adopted.

1 Section 3. Authorize the Finance Director to transfer funds from Measure S to the  
2 FY 2020/21 General Fund operating budget.

3 Section 4. Effective Date. This resolution is effective upon its adoption.

4 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
5 Suisun City duly held on Tuesday, the 17<sup>th</sup> day of November 2020, by the following vote:

6 <b>AYES:</b>	Councilmembers:	_____
7 <b>NOES:</b>	Councilmembers:	_____
8 <b>ABSENT:</b>	Councilmembers:	_____
9 <b>ABSTAIN:</b>	Councilmembers:	_____

10 **WITNESS** my hand and the seal of the City of Suisun City this 17<sup>th</sup> day of November  
11 2020.

12 \_\_\_\_\_  
13 Donna Pock, CMC  
14 Deputy City Clerk



THIRD AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SUISUN CITY AND  
THE SUISUN CITY MANAGEMENT AND  
PROFESSIONAL EMPLOYEES ASSOCIATION  
EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020

This Third Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Management and Professional Employees Association effective December 28, 2018 through December 31, 2020 (SCMPEA MOU 2018-20) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Management and Professional Employees Association (SCMPEA).

RECITALS:

WHEREAS, on February 5, 2019, the City Council of the City of Suisun City approved the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2019-04.

WHEREAS, on January 14, 2020, the City Council approved and adopted Resolution No. 2020-05, approving a First Amendment to the SCMPEA MOU 2018-20, to Amend the Flexible Benefits Options, Executive Leave Hours, and Vacation Accrual Provisions of the MOU.

WHEREAS, on May 5, 2020, the City Council approved and adopted Resolution No. 2020-56, approving a Second Amendment to the SCMPEA MOU 2018-20, to increase Certification Pay for Police Commanders, and in order to provide further opportunity to cash out additional Executive Leave.

WHEREAS, the City and SCMPEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding creating an additional compensation benefit for critical staffing retention and recruiting pay and Fire Duty Chief pay.

WHEREAS, the City and SCMPEA now desire to further amend the SCMPEA MOU 2018-20 by means of this Third Amendment in order to provide for an additional compensation benefit for critical staffing retention and recruiting pay and Fire Duty Chief pay, which Third Amendment was ratified by the SCMPEA membership and then signed by the parties below as a joint recommendation to City Council, subject to City Council approval and adoption of this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Third Amendment, the parties hereto agree to add Section 4 Critical Staffing Retention and Recruiting Pay, and Section 5 Fire Duty Chief Standby Pay to Article XVII – COMPENSATION of the SCMPEA MOU 2018-20 as follows:

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION - EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020**

**ARTICLE VII - COMPENSATION**

...

4. Critical Staffing Retention and Recruiting Pay

The City is experiencing a critical staffing issue resulting from difficulty recruiting and retaining Police Officers and Dispatchers, classifications that are supervised by SCMPEA represented classifications of Police Commander and Dispatch & Records Supervisor. To address this critical staffing issue and to mitigate the resulting negative impacts upon impacted SCMPEA members, the City desires to provide a special compensation in the form of retention and recruitment pay to stabilize specific public safety recruitment and retention, and extend a similar benefit to the impacted supervising SCMPEA members as outlined below:

- A. Effective retroactive to July 1, 2020, Police Commanders still on payroll as of the date this Third Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCMPEA MOU 2018-20. This benefit shall sunset and shall not continue after expiration of the SCMPEA MOU 2018-20 unless specifically negotiated and confirmed in writing by the parties.
- B. Effective retroactive to July 1, 2020, Dispatcher & Records Supervisors who are still on payroll as of the date this Third Amendment is approved by City Council shall receive an additional 6% of base hourly non-pensionable compensation for hours worked from July 1, 2020 through the end of the term of the SCMPEA MOU 2018-20. This benefit shall sunset and shall not continue after expiration of the SCMPEA MOU 2018-20 unless specifically negotiated and confirmed in writing by the parties.

5. Fire Duty Chief Standby Pay

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, Fire Division Chiefs may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Effective retroactive to July 1, 2020, Fire Division Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION - EFFECTIVE DECEMBER 28, 2018 THROUGH DECEMBER 31, 2020**

30-day month, adjusted appropriately for months of greater or lesser days. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

The representatives of the City and of the SCMPEA have jointly prepared this Third Amendment to the SCMPEA MOU 2018-20, and jointly present same to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this Third Amendment to the SCMPEA MOU 2018-20, all other provisions of the SCMPEA MOU 2018-20 and the First and Second Amendment thereto shall remain in full force and effect. The parties also knowledge that this Third Amendment to the SCMPEA MOU 2018-20 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City. Subject to the foregoing and in witness whereof, this Third Amendment is hereby executed by the authorized representatives of the City and the SCMPEA and entered into as of this 21<sup>st</sup> day of October, 2020.

**IT IS SO AGREED:**

**For The City:**

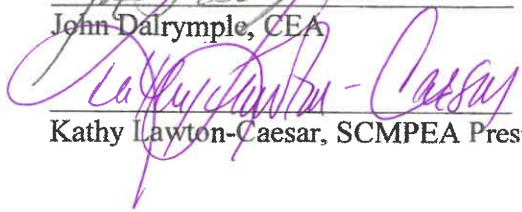
\_\_\_\_\_  
Greg Folsom, City Manager

Approved as to form  
Aleshire & Wynder, LLP

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

**For SCMPEA:**

  
\_\_\_\_\_  
John Dalrymple, CEA

  
\_\_\_\_\_  
Kathy Lawton-Caesar, SCMPEA President

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## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2020-\_\_: Amending Salary Resolutions 2019-87, 2019-93, 2019-106 and 2020-24 and Adopting a Corrected Salary Schedule dating back to December 27, 2019.

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**FISCAL IMPACT:** There is no financial impact for this agenda item, financial impacts were previously approved within the agenda item relating to each change.

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**STRATEGIC PLAN IMPACT:**

Provide Good Governance:

- Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of the municipal organization.
- Section 4.8 – Continuously improve the City’s governance process.

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**BACKGROUND:** On July 30, 2019, City Council approved new salary ranges for Police Chief and Fire Chief that included a 3.9% Cost of Living Adjustment (COLA) that was to be applied to the previous approved salary ranges. However, there was an error in the calculation of the 3.9% COLA in the salary ranges made effective December 27, 2019. This item is correcting this calculation error and correcting the previous erroneous salary schedules adopted in the July 30, 2019 and three subsequent resolutions.

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**STAFF REPORT:** City staff is bringing a resolution to correct and amend the updated Salary Schedule relative to the salary ranges for classification of Fire Chief and the Police Chief which were made effective December 27, 2019. On July 30, 2019, City Council approved the salary range for the Fire Chief and Police Chief to be between \$10,695 and \$13,000 per month, or \$61.70 to \$75.00 per hour (Resolution #2019-87). However, Attachment 2 of Resolution #2019-87 stated the automatic COLA adjustment of 3.9% that was to be effective December 27, 2019 and incorrectly listed the salary range to be between \$10,005 and \$13,507 per month, or \$52.72 to \$77.93 per hour which incorrectly lowered the starting salary range for both classifications instead of increasing it by 3.9%. The December 27, 2019 salary range for the Fire Chief and Police Chief classification should have been \$11,112 to \$13,507 per month, or \$64.11 to \$77.93 per hour, which provides the City Council approved COLA increase to both the starting and ending point of the salary range. This error has no impact to the pay that either the current Police Chief or Fire Chief received from December 27, 2019 to present. This error in the two salaries ranges was subsequently repeated three additional times when City Council approved the following items:

City Council Meeting Date	Agenda Item #	Agenda Item Topic	Resolution #
September 3, 2019	8	Adding New Fire Department Job Classifications, Salary Ranges, and Bargaining Unit Placement	2019-93

**PREPARED BY:**

**REVIEWED & APPROVED BY:**

95

Michelle Pellegrino, Consultant  
Greg Folsom, City Manager

October 22, 2019	10	Amending the Salary Schedule Adopted by Resolution No. 2019-93 to Update Salary Ranges for Non-Exempt Fire Department Classifications	2019-106
March 4, 2020	1	Create Finance Director Job Classification and Salary Range	2020-24

Since City of Suisun is a member of CalPERS, the City is required to provide a true and correct publicly available pay schedule pursuant to California Government Code 20636(b)(1). Therefore, to ensure the correct salary range is documented and publicly available a Resolution amending Resolution No. 2019-87, Resolution No. 2019-93, Resolution No. 2019-106 and Resolution No. 2020-24 and adopting the corrected Salary Schedule dating back to December 27, 2019 is attached.

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**RECOMMENDATION:** It is recommended that the City Council:

1. Adopt Resolution No. 2020-\_\_\_\_: Amending the City of Suisun City Salary Resolution No. 2019-87, Resolution No. 2019-93, Resolution No. 2019-106 and Resolution No. 2020-24 and to Adopt a Corrected Salary Schedule dating back to December 27, 2019.

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**ATTACHMENTS:**

1. Resolution No. 2020-\_\_ : Amending the City of Suisun City Salary Resolution No. 2019-87, Resolution No. 2019-93, Resolution No. 2019-106 and Resolution No. 2020-24 and to Adopt a Corrected Salary Schedule dating back to December 27, 2019
  - A. Salary Schedule

**RESOLUTION NO. 2020-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AMENDING THE CITY OF SUISUN CITY SALARY RESOLUTION NO. 2019-87,  
RESOLUTION NO. 2019-93, RESOLUTION NO. 2019-106 AND RESOLUTION NO.  
2020-24 AND TO ADOPT A CORRECTED SALARY SCHEDULE DATING BACK  
TO DECEMBER 27, 2019**

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council of the City of Suisun City fix the compensation of all appointive officers and employees by resolution or ordinance; and

**WHEREAS**, Suisun City Code Chapter 2.40 establishes a Personnel System that includes Classifications to group positions with similar duties and responsibilities into categories, and Pay Ranges to establish appropriate compensation for the various classes; and

**WHEREAS**, the City Manager is designated as the Personnel Officer with the responsibility to prepare, maintain and propose revisions to a Classification Plan and a Compensation Plan to be effective upon approval by the City Council; and

**WHEREAS**, changes to the City's Salary Schedule were approved by City Council on July 30, 2019 (Resolution No. 2019-87), September 3, 2019 (Resolution No. 2019-93), October 22, 2019 (Resolution No. 2019-106) and March 4, 2020 (Resolution No. 2020-24); and

**WHEREAS**, there was an error in the calculation of the 3.9% Cost of Living Adjustment (COLA) that was applied to the salary ranges for the classification of Police Chief and Fire Chief that were effective December 27, 2019 in Resolution No. 2019-87; and

**WHEREAS**, attachment 2 of the approved Resolution No. 2019-87 stated the automatic COLA adjustment of 3.9% made to the salary ranges to be effective December 27, 2019 for the Police Chief and Fire Chief positions to be between \$10,005 and \$13,507 per month, or \$52.72 to \$77.93 per hour, which incorrectly lowered the starting salary range for both classifications instead of increasing it by 3.9%.

**WHEREAS**, the December 27, 2019 salary range for the Fire Chief and Police Chief classifications should have been \$11,112 to \$13,507 per month, or \$64.11 to \$77.93 per hour, which correctly states the COLA increase to be applied to both the starting and ending point of the salary range for these positions; and

**WHEREAS**, this error in the two salaries ranges was subsequently repeated three additional times when City Council approved Resolution No. 2019-93, Resolution No. 2019-106, and Resolution No, 2020-24; and

**WHEREAS**, the City Manager has recommended amending and correcting the Salary Schedule dating back to December 27, 2019 to address the above errors.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY,  
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The City Council hereby amends and corrects the Salary Schedule adopted by Salary Resolution No. 2019-87, Salary Resolution No. 2019-93, Salary Resolution No. 2019-106, and Salary Resolution No. 2020-24, and adopts the corrected and updated Salary Schedule attached hereto as Exhibit A.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17<sup>th</sup> day of November 2020, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of the City of Suisun City this 17<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk



**Section No. 1: Executive Management Salary Schedule**

Job Class	Effective Date	Range	Starting		Ending	
			Monthly	Hourly	Ending	Hourly
City Manager* (1)	07/30/19	100	\$ 13,161	\$ 75.93	\$ 17,767	\$ 102.50
Fire Chief*	12/27/19	115	\$ 11,112	\$ 64.11	\$ 13,507	\$ 77.93
Police Chief*	12/27/19	110	\$ 11,112	\$ 64.11	\$ 13,507	\$ 77.93
Development Services Director*	12/27/19	128	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Finance Director*	03/04/20	108	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Pub. Wks. & Bldg. Director/City Engineer*	12/27/19	123	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Recreation, Parks & Marina Director*	12/27/19	140	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Community Development Director*	12/27/19	130	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Economic Development Director*	12/27/19	125	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Chief Building Official*	12/27/19	135	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08

**\*FLSA Exempt**

(1) City Manager salary adjustments are set by contract.

**Section No. 2: Police Management Salary Schedule**

Job Class	Effective Date	Range	Starting		Ending	
			Monthly	Hourly	Monthly	Hourly
Police Chief*	12/27/19	110	\$ 11,112	\$ 64.11	\$ 13,507	\$ 77.93
Police Commander*	12/27/19	255	\$ 7,819	\$ 45.11	\$ 10,555	\$ 60.90

**\*FLSA Exempt**

**Section No. 3: Professional/Technical Salary Schedule**

Job Class	Effective Date	Range	Starting		Ending	
			Monthly	Hourly	Ending	Hourly
<b>City Engineer*</b>	12/27/19	267	\$ 7,842	\$ 45.24	\$ 10,586	\$ 61.07
Police Commander*	12/27/19	255	\$ 7,819	\$ 45.11	\$ 10,555	\$ 60.90
<b>Fire Division Chief*</b>	12/27/19	237	\$ 7,168	\$ 41.35	\$ 9,677	\$ 55.83
<b>Public Works Superintendent*</b>	12/27/19	265	\$ 7,116	\$ 41.05	\$ 9,606	\$ 55.42
Financial Services Manager*	12/27/19	225	\$ 6,534	\$ 37.69	\$ 8,820	\$ 50.89
Accounting Services Manager*	12/27/19	207	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
<b>Assistant/Associate Engineer- Associate*</b>	12/27/19	221	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Building Inspection Services Manager*	12/27/19	216	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
IT Services Manager*	12/27/19	276	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Police Support Services Manager*	12/27/19	270	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
<b>Fire Captain (2,912 annual hours)</b>	12/27/19	202	\$ 6,021	\$ 24.16	\$ 8,128	\$ 32.62
Senior Management Analyst*	12/27/19	238	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
Senior Planner*	12/27/19	239	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
<b>Project Manager*</b>	12/27/19	260	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Accountant*	12/27/19	205	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Building Inspector*	12/27/19	215	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Assistant/Associate Engineer-Assistant*	12/27/19	220	\$ 5,700	\$ 32.89	\$ 7,695	\$ 44.39
<b>Assistant/Associate Planner-Associate*</b>	12/27/19	251	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
<b>Management Analyst I/II-II*</b>	12/27/19	236	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
Marina & Waterfront Events Manager*	12/27/19	240	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
<b>Housing Manager*</b>	12/27/19	230	\$ 5,225	\$ 30.15	\$ 7,054	\$ 40.70
Marketing Manager*	12/27/19	245	\$ 4,961	\$ 28.62	\$ 6,698	\$ 38.64
<b>Accountant*</b>	12/27/19	200	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Assistant/Associate Planner-Assistant*	12/27/19	250	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Management Analyst I/II-I*	12/27/19	235	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
<b>Dispatch/Records Supervisor*</b>	12/27/19	223	\$ 4,636	\$ 26.74	\$ 6,258	\$ 36.11
<b>Public Works Supervisor*</b>	12/27/19	222	\$ 4,613	\$ 26.62	\$ 6,228	\$ 35.93
<b>Sec to City Mgr/Dep City Clerk*</b>	12/27/19	300	\$ 4,333	\$ 25.00	\$ 5,850	\$ 33.75
<b>Recreation Supervisor*</b>	12/27/19	241	\$ 3,944	\$ 22.75	\$ 5,324	\$ 30.72

**Bold** denotes benchmark class

\*FLSA Exempt

**Section No. 4: Police Non-Management Salary Schedule**

Job Class w/ Incentive &/or Assignment Pay	Effective Date	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
			Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>Police Officer</b>	12/27/19	400	\$ 5,458	\$ 31.49	\$5,731	\$33.06	\$6,017	\$34.72	\$6,318	\$ 36.45	\$6,634	\$ 38.27	N/A	N/A	N/A	N/A
Police Officer w/ POST Basic Certificate	12/27/19	403	\$ 5,306	\$ 30.61	\$5,571	\$32.14	\$5,850	\$33.75	\$6,142	\$ 35.43	\$6,449	\$ 39.04	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	12/27/19	401	\$ 5,846	\$ 33.72	\$6,138	\$35.41	\$6,445	\$37.18	\$6,767	\$ 39.04	\$7,105	\$ 40.99	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	12/27/19	402	\$ 6,138	\$ 35.41	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$ 40.99	\$7,461	\$ 43.04	N/A	N/A	N/A	N/A
Police Corporal	12/27/19	415	N/A	N/A	N/A	N/A	\$6,138	\$35.41	\$6,445	\$ 37.18	\$6,767	\$ 39.04	\$7,105	\$40.99	N/A	N/A
Police Corporal w/ POST Int. Cert.	12/27/19	416	N/A	N/A	N/A	N/A	\$6,445	\$37.18	\$6,767	\$ 39.04	\$7,105	\$ 40.99	\$7,461	\$43.04	N/A	N/A
Police Corporal w/ POST Int. & Adv.	12/27/19	417	N/A	N/A	N/A	N/A	\$6,767	\$39.04	\$7,105	\$ 40.99	\$7,461	\$ 43.04	\$7,834	\$45.19	N/A	N/A
<b>Police Sergeant</b>	12/27/19	450	\$ 6,928	\$ 39.97	\$7,274	\$41.97	\$7,638	\$44.07	\$8,020	\$ 46.27	\$8,421	\$ 48.58	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	12/27/19	451	\$ 7,274	\$ 41.97	\$7,638	\$44.07	\$8,020	\$46.27	\$8,421	\$ 48.58	\$8,842	\$ 51.01	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	12/27/19	452	\$ 7,638	\$ 44.07	\$8,020	\$46.27	\$8,421	\$48.58	\$8,842	\$ 51.01	\$9,284	\$ 53.56	N/A	N/A	N/A	N/A

Bold denotes benchmark class

Section No. 5: General City Service

Job Class	Effective Date	Range	A Step		B Step		C Step		D Step		E Step	
			Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>Computer Technician</b>	12/27/19	545	\$5,392	\$31.11	\$5,662	\$32.67	\$5,945	\$34.30	\$6,242	\$36.01	\$6,554	\$ 37.81
<b>Building Inspector I/II-II</b>	12/27/19	521	\$5,130	\$29.59	\$5,386	\$31.07	\$5,656	\$32.63	\$5,938	\$34.26	\$6,235	\$ 35.97
<b>Public Works Inspector</b>	12/27/19	570	\$5,189	\$29.94	\$5,449	\$31.44	\$5,721	\$33.01	\$6,007	\$34.66	\$6,308	\$ 36.39
Youth Services Specialist	12/27/19	590	\$4,786	\$27.61	\$5,025	\$28.99	\$5,276	\$30.44	\$5,540	\$31.96	\$5,817	\$ 33.56
Senior Public Safety Dispatcher	12/27/19	530	\$4,680	\$27.00	\$4,914	\$28.35	\$5,160	\$29.77	\$5,418	\$31.26	\$5,689	\$ 32.82
Building Inspector I/II-I	12/27/19	520	\$4,664	\$26.91	\$4,898	\$28.26	\$5,143	\$29.67	\$5,400	\$31.15	\$5,670	\$ 32.71
Human Resources Technician	12/27/19	519	\$4,573	\$26.38	\$4,802	\$27.70	\$5,042	\$29.09	\$5,294	\$30.54	\$5,559	\$ 32.07
Permit Technician	12/27/19	518	\$4,573	\$26.38	\$4,802	\$27.70	\$5,042	\$29.09	\$5,294	\$30.54	\$5,559	\$ 32.07
<b>Housing Specialist I/II-II</b>	12/27/19	561	\$4,364	\$25.18	\$4,582	\$26.44	\$4,811	\$27.76	\$5,052	\$29.15	\$5,304	\$ 30.60
<b>Public Safety Dispatcher I/II-II</b>	12/27/19	526	\$4,255	\$24.55	\$4,468	\$25.77	\$4,691	\$27.06	\$4,926	\$28.42	\$5,172	\$ 29.84
Housing Specialist I/II-I	12/27/19	560	\$4,157	\$23.98	\$4,365	\$25.18	\$4,583	\$26.44	\$4,812	\$27.76	\$5,053	\$ 29.15
<b>Administrative Assistant II</b>	12/27/19	511	\$4,157	\$23.98	\$4,365	\$25.18	\$4,583	\$26.44	\$4,812	\$27.76	\$5,053	\$ 29.15
Recreation Coordinator	12/27/19	580	\$4,052	\$23.38	\$4,255	\$24.55	\$4,468	\$25.78	\$4,691	\$27.06	\$4,926	\$ 28.42
Accounting Technician	12/27/19	508	\$4,037	\$23.29	\$4,239	\$24.45	\$4,451	\$25.68	\$4,673	\$26.96	\$4,907	\$ 28.31
Senior Account Clerk	12/27/19	505	\$4,037	\$23.29	\$4,239	\$24.45	\$4,451	\$25.68	\$4,673	\$26.96	\$4,907	\$ 28.31
Senior Maintenance Worker	12/27/19	568	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$ 27.87
<b>Fleet Mechanic</b>	12/27/19	555	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$ 27.87
Public Safety Dispatcher I/II-I	12/27/19	525	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$4,601	\$26.54	\$4,831	\$ 27.87
Administrative Assistant I	12/27/19	510	\$3,883	\$22.40	\$4,077	\$23.52	\$4,281	\$24.70	\$4,495	\$25.93	\$4,720	\$ 27.23
Rec. Prog. & Admin. Coordinator	12/27/19	581	\$3,883	\$22.40	\$4,077	\$23.52	\$4,281	\$24.70	\$4,495	\$25.93	\$4,720	\$ 27.23
Maintenance Worker I/II-II	12/27/19	566	\$3,786	\$21.84	\$3,976	\$22.94	\$4,174	\$24.08	\$4,383	\$25.29	\$4,602	\$ 26.55
Community Services Officer I/II-II	12/27/19	536	\$3,749	\$21.63	\$3,936	\$22.71	\$4,133	\$23.84	\$4,339	\$25.03	\$4,556	\$ 26.29
Account Clerk III	12/27/19	503	\$3,617	\$20.87	\$3,798	\$21.91	\$3,988	\$23.01	\$4,187	\$24.16	\$4,397	\$ 25.37
<b>Maintenance Worker I/II-I</b>	12/27/19	565	\$3,442	\$19.86	\$3,615	\$20.85	\$3,795	\$21.90	\$3,985	\$22.99	\$4,184	\$ 24.14
<b>Bldg Maintenance Worker I/II-II</b>	12/27/19	516	\$3,442	\$19.86	\$3,615	\$20.85	\$3,795	\$21.90	\$3,985	\$22.99	\$4,184	\$ 24.14
Community Services Officer I/II-I	12/27/19	535	\$3,406	\$19.65	\$3,576	\$20.63	\$3,755	\$21.66	\$3,943	\$22.75	\$4,140	\$ 23.88
<b>Account Clerk I/II-II</b>	12/27/19	501	\$3,289	\$18.97	\$3,453	\$19.92	\$3,626	\$20.92	\$3,807	\$21.96	\$3,998	\$ 23.06
Office Assistant	12/27/19	509	\$3,249	\$18.74	\$3,411	\$19.68	\$3,582	\$20.66	\$3,761	\$21.70	\$3,949	\$ 22.78
Bldg Maintenance Worker I/II-I	12/27/19	515	\$3,129	\$18.05	\$3,285	\$18.95	\$3,449	\$19.90	\$3,622	\$20.89	\$3,803	\$ 21.94
Account Clerk I/II-I	12/27/19	500	\$2,989	\$17.25	\$3,139	\$18.11	\$3,296	\$19.01	\$3,461	\$19.97	\$3,634	\$ 20.96

**Bold** denotes benchmark class

\*FLSA Exempt

**Section No. 6: Unrepresented General Service Salary Schedule**

Job Class	Effective Date	Range	A Step		B Step		C Step		D Step		E Step	
			Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Fire Engineer	12/27/19	203	\$6,130	\$24.60	\$6,436	\$25.83	\$6,758	\$27.12	\$7,096	\$28.48	\$7,451	\$ 29.90

**Bold** denotes benchmark class

\*FLSA Exempt

**Section No. 7: Temporary/Hourly Employees**

**Effective: December 27, 2019**

**Minimum \$ 13.00**

<b>Job Class</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$21.32	\$22.39	\$23.51	\$24.68	\$25.92
Maintenance Worker II - Temp	916	\$18.66	\$19.59	\$20.57	\$21.60	\$22.68
Police Officer - Temp	905	\$18.22	\$19.13	\$20.09	\$21.09	\$22.15
Firefighter - Temp	910	\$18.22	\$19.13	\$20.09	\$21.09	\$22.15
Computer Systems Specialist	917	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Financial Services Specialist	918	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Planning Specialist	919	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Public Works Specialist	921	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Communications & Records Tech I - Temp	920	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Administrative Assistant I - Temp	925	\$17.28	\$18.14	\$19.05	\$20.00	\$21.00
Community Services Officer I/II-I - Temp	930	\$16.56	\$17.39	\$18.26	\$19.17	\$20.13
Maintenance Worker I - Temp	915	\$16.96	\$17.81	\$18.70	\$19.64	\$20.62
Building Maintenance Worker I/II-I - Temp	914	\$16.00	\$16.80	\$17.64	\$18.52	\$19.44
Office Assistant - Temp	926	\$15.38	\$16.15	\$16.96	\$17.81	\$18.70
Recreation Specialist Supervisor	939	\$16.92	\$17.77	\$18.65	\$19.59	\$20.57
Recreation Specialist III	937	\$15.38	\$16.15	\$16.96	\$17.81	\$18.70
Recreation Specialist II	936	\$13.98	\$14.68	\$15.42	\$16.19	\$17.00
Recreation Specialist I	935		\$13.35	\$14.01	\$14.72	\$15.45

**Section No. 7: Temporary/Hourly Employees**

**Effective: December 25, 2020**

**Minimum \$ 14.00**

<b>Job Class</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$22.18	\$23.28	\$24.45	\$25.67	\$26.95
Maintenance Worker II - Temp	916	\$19.59	\$20.57	\$21.60	\$22.68	\$23.82
Police Officer - Temp	905	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Firefighter - Temp	910	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Computer Systems Specialist	917	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Financial Services Specialist	918	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Planning Specialist	919	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Public Works Specialist	921	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Communications & Records Tech I - Temp	920	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Administrative Assistant I - Temp	925	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84
Community Services Officer I/II-I - Temp	930	\$17.22	\$18.09	\$18.99	\$19.94	\$20.94
Maintenance Worker I - Temp	915	\$17.81	\$18.70	\$19.64	\$20.62	\$21.65
Building Maintenance Worker I/II-I - Temp	914	\$16.80	\$17.64	\$18.52	\$19.44	\$20.42
Office Assistant - Temp	926	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Recreation Specialist Supervisor	939	\$18.10	\$19.01	\$19.96	\$20.96	\$22.00
Recreation Specialist III	937	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Recreation Specialist II	936	\$14.96	\$15.71	\$16.50	\$17.32	\$18.19
Recreation Specialist I	935		\$14.28	\$15.00	\$15.75	\$16.53



**Section No. 7: Temporary/Hourly Employees**

**Effective: December 24, 2021**

**Minimum \$ 15.00**

<b>Job Class</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$23.06	\$24.22	\$25.43	\$26.70	\$28.03
Maintenance Worker II - Temp	916	\$20.57	\$21.60	\$22.68	\$23.82	\$25.01
Police Officer - Temp	905	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Firefighter - Temp	910	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Computer Systems Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Financial Services Specialist	918	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Planning Specialist	919	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Public Works Specialist	921	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Communications & Records Tech I - Temp	920	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Administrative Assistant I - Temp	925	\$18.69	\$19.62	\$20.60	\$21.63	\$22.72
Community Services Officer I/II-I - Temp	930	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77
Maintenance Worker I - Temp	915	\$18.70	\$19.64	\$20.62	\$21.65	\$22.73
Building Maintenance Worker I/II-I - Temp	914	\$17.64	\$18.52	\$19.44	\$20.42	\$21.44
Office Assistant - Temp	926	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Recreation Specialist Supervisor	939	\$19.37	\$20.34	\$21.36	\$22.42	\$23.55
Recreation Specialist III	937	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Recreation Specialist II	936	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46
Recreation Specialist I	935		\$15.28	\$16.05	\$16.85	\$17.69

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## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**JOINT AGENDA ITEM:** Accept the Investment Report for the Quarter Ending September 30, 2020.

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**FISCAL IMPACT:** No fiscal impact; informational only.

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**STRATEGIC PLAN IMPACT:** Ensure Fiscal Solvency; Provide Good Governance.

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**BACKGROUND:** Each quarter it is necessary to produce an Investment Report showing how all City, Housing Authority, and Suisun-Solano Water Authority's available cash is invested, in terms of the type of investment, what institution it is invested in, and current value and interest earnings.

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**STAFF REPORT:** The total cash and investments (par amount) equaled to \$38,699,873 for the period ending September 30, 2020. In summary, the investment portfolio consists of the following governmental funds:

Suisun-Solano 2019 Series Bond Proceeds	\$ 6,779,757
Energy Conservation Project-ENGIE	\$ 381,292
Debt Service Reserves	\$ 4,102,084
General Fund	\$ 4,969,772
Trust/Fiduciary Funds	\$ 7,448,323
All Other Funds	\$ 15,018,645
Total	\$ 38,699,873

In terms of return on our investment managed by PFM Asset Management LLC, the current yield to maturity at cost 1.50% with an average life of 865 days. The average Local Agency Investment Fund return for the current quarter is 0.80%.

According to PFM's Quarterly Performance Report, the third quarter strategy encompassed the following:

- Maintained a sharp focus on portfolio safety with robust due diligence on credit products given the backdrop of a fragile economic environment.
- U.S. Treasury allocation was reduced further as financial markets stabilized and other sectors presented better investment opportunities to enhance portfolio earnings. Increased allocations to other investment-grade sectors boosted performance for the second consecutive quarter.
- The portfolio's duration was targeted to match its benchmark as few catalysts were present to push yields meaningfully higher over the near term.
- Continued to increase allocation to the federal agency sector as yield spreads on new issue bonds remained elevated from a historical perspective, especially for maturities of three years and longer.

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**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

Elizabeth N. Luna, Accounting Services Manager  
 Lakhwinder Deol, Finance Director  
 Greg Folsom, City Manager

PFM's outlook for major investment-grade sectors includes the following:

- Agencies – The continued reach for yield and safety should pressure agency spreads back to pre-COVID levels. Given this backdrop, PFM plan to continue to add to allocations at current yield spreads, which remain historically wide. Value is concentrated in maturities of three years and longer.
- Agency MBS – Given the high level of prepayments and potential for heightened market volatility through the rest of the year, the sector is likely to trail Treasuries. Picking amongst structures and the coupon stack is vital to performance. PFM is cautious in its choice of sector and very selective, avoiding coupons on the cusp of potential refinancing.

As can be seen in the Pie Chart on the last page of the attached Investment Report, nearly 85% of the cash (other than cash in checking accounts) is invested in federally insured CD's, US Treasuries or Agency Notes, LAIF, all of which generate higher yields.

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**RECOMMENDATION:** It is recommended that the Council/Authority accept the Quarter Ending September 30, 2020 Financial Officer's Investment Report.

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**ATTACHMENTS:**

1. Financial Officer's Investment Report, for the Quarter Ending September 30, 2020.



City of Suisun City,  
Successor Agency, Housing Authority and Suisun-Solano Water Authority  
FINANCIAL OFFICER'S INVESTMENT REPORT

September 30, 2020

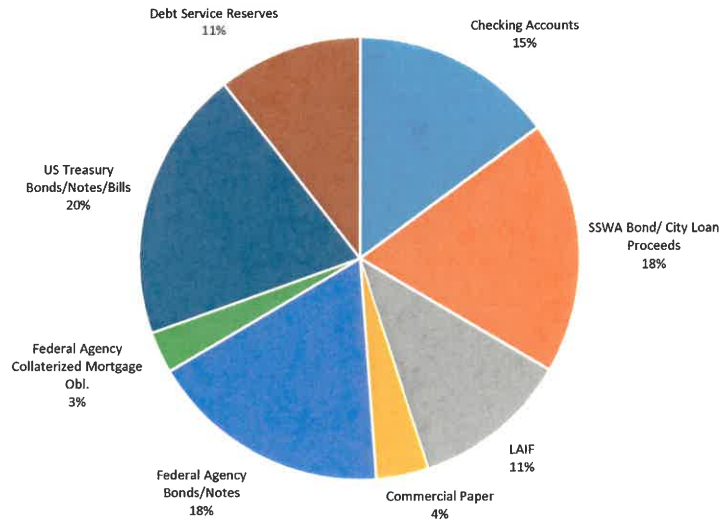
Category of Investment	Name of Institution	Maturity Date	Par Amount	Market Value*	Amortized Cost	Curr Yield At Market	Est Annual Income
US Treasury Notes	#912828T67	10/31/21	\$ 500,000	\$ 506,016	\$ 497,962	1.235%	6,250
US Treasury Notes	#912828H86	01/31/22	\$ 350,000	\$ 356,344	\$ 348,320	1.473%	5,250
US Treasury Notes	#912828M7	04/15/22	\$ 135,000	\$ 139,388	\$ 136,158	2.180%	3,038
US Treasury Notes	#912828P4	07/31/22	\$ 35,000	\$ 36,110	\$ 34,908	1.817%	656
US Treasury Notes	#912828P4	07/31/22	\$ 400,000	\$ 412,688	\$ 397,624	1.817%	7,500
US Treasury Notes	#912828XQ8	07/31/22	\$ 65,000	\$ 67,214	\$ 65,215	1.934%	1,300
US Treasury Notes	#912828L57	09/30/22	\$ 300,000	\$ 309,656	\$ 294,464	1.695%	5,250
US Treasury Notes	#912828YK0	10/15/22	\$ 125,000	\$ 128,145	\$ 128,044	1.341%	1,719
US Treasury Notes	#912828N30	12/31/22	\$ 575,000	\$ 600,516	\$ 569,764	2.035%	12,219
US Treasury Notes	#912828Z29	01/15/23	\$ 150,000	\$ 154,641	\$ 150,547	1.455%	2,250
US Treasury Notes	#912828P38	01/31/23	\$ 255,000	\$ 264,523	\$ 248,302	1.687%	4,463
US Treasury Notes	#912828Q29	03/31/23	\$ 100,000	\$ 103,359	\$ 96,953	1.451%	1,500
US Treasury Notes	#9128284L1	04/30/23	\$ 145,000	\$ 154,697	\$ 149,099	2.578%	3,988
US Treasury Notes	#912828T26	09/30/23	\$ 500,000	\$ 518,125	\$ 492,539	1.327%	6,875
US Treasury Notes	#912828W71	03/31/24	\$ 195,000	\$ 208,163	\$ 196,968	1.991%	4,144
US Treasury Notes	#912828X70	04/30/24	\$ 250,000	\$ 266,133	\$ 247,007	1.879%	5,000
US Treasury Notes	#912828WJ5	05/15/24	\$ 430,000	\$ 465,744	\$ 443,344	2.308%	10,750
US Treasury Notes	#912828D56	08/15/24	\$ 290,000	\$ 314,242	\$ 300,219	2.192%	6,888
US Treasury Notes	#912828Y5	09/30/24	\$ 205,000	\$ 220,567	\$ 208,490	1.975%	4,356
US Treasury Notes	#912828J7	11/30/24	\$ 135,000	\$ 145,589	\$ 137,487	1.971%	2,869
US Treasury Notes	#9128283V0	01/31/25	\$ 30,000	\$ 32,925	\$ 31,424	2.278%	750
Total US Treasury Bond/Note			\$ 7,680,000	\$ 7,950,544	\$ 7,689,729	1.813%	\$ 144,148
TOTAL POOLED INVESTMENTS			\$ 34,597,789	\$ 35,106,073	\$ 34,643,688	1.155%	\$ 405,409
<b>Reserved for Bond/Debt Service</b>							
Govt Sec Money Market-RDA/SA	First Amer Treas Oblig Fd	#31846V302	\$ 2,691,397	\$ 2,691,397	\$ 2,691,397	0.001%	14
Savings Acct-RDA Marina	West America Bank	Demand Deposit	\$ 398,954	\$ 398,954	\$ 398,954	0.018%	71
Marina Debt Service	LAIF*	LAIF	\$ 1,011,733	\$ 1,015,896	\$ 1,011,733	0.423%	4,280
Total Debt Service Reserve Funds			\$ 4,102,084	\$ 4,106,247	\$ 4,102,084	0.106%	\$ 4,366
Grand Total			\$ 38,699,873	\$ 39,212,320	\$ 38,745,772	1.045%	\$ 409,775

Summary of Pooled Investments

Summary of Pooled Investments

Amortized Cost Amount

Checking Accounts	\$ 5,794,166
SSWA Bond/ City Loan Proceeds	\$ 7,161,049
LAIF	\$ 4,454,615
Commercial Paper	\$ 1,494,214
Federal Agency Bonds/Notes	\$ 6,867,518
Federal Agency Collateralized Mortgage Obl.	\$ 1,182,395
US Treasury Bonds/Notes/Bills	\$ 7,689,729
Debt Service Reserves	\$ 4,102,084
<b>Total</b>	<b>\$ 38,745,772</b>



\* Market Valuation for Federal Agency Bonds/Notes and US Treasury Bonds/Notes is from City's Investment Advisor, PFM. Valuation for Debt Service Reserve funds is from the City's Trustee, US Bank.

City Treasurer's Statement:

I hereby certify that I have examined the records and find this report to be correct, that all investments are made in accordance with the investment policy, and the City will be able to meet its obligations for the next six months.

Attest by: Michael J. McMurry 11/5/2020  
Date  
Michael J. McMurry, City Treasurer

Prepared by: Robin Daniel 11-5-20  
Date  
Robin Daniel, Accountant

Reviewed & Submitted by: Elizabeth Luna 11-5-2020  
Date  
Elizabeth Luna, Accounting Services Mgr.

# MINUTES

## REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,

AND HOUSING AUTHORITY

TUESDAY, JULY 7, 2020

6:30 P.M.

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SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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### NOTICE

*Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.*

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED  
TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

*ZOOM MEETING INFORMATION:*

**WEBSITE:** <https://zoom.us/join>

**MEETING ID:** 870 4858 9571

**CALL IN PHONE NUMBER:** (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM  
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING  
BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR  
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

### **ROLL CALL**

Mayor Wilson called the meeting to order at 6:33 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Williams.

Invocation was given by City Manager Folsom.

### **PUBLIC COMMENT**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

Steve Olry complimented Fire Chief Vincent and Police Chief Roth for issuing 45 tickets on the 4<sup>th</sup> of July for illegal fireworks; reported kids playing on playground equipment at Samuel Gepp Park and two basketball games going on. Mr. Olry stated on June 28 the Suisun City proposed

operating budget was \$47.3 million the General Fund projects \$15.9 million revenue, believes Suisun City is in a recession and believes the council does not use common sense because they are spending money in a declining economy. He stated the council was squandering money on studies; and he was not in favor of more taxes.

George Guynn said ditto to what Steve Olry said; was surprised the City was still standing with all the illegal fireworks on the 4th; and stated on June 18 there was a memo from the State with regard to masks with eight exceptions and did not feel the mayor was following the rules.

City Clerk Hobson summarized an email from David Casey who was also concerned about the fireworks and felt fireworks should not be sold in Suisun City.

### **CONFLICT OF INTEREST NOTIFICATION - None**

*(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)rucr*

### **REPORTS: (Informational items only.)**

1. COVID-19 Update – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

George Guynn said a lot more attention should be paid to the economy rather than covid.

2. July 4<sup>th</sup> Illegal Fireworks Update – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).

Steve Olry stated if 950 more tickets were issued it would pay for a hook and ladder truck and suggested the City may want to consider a hot-tip line next year.

### **PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

#### City Council

3. Presentation of Plaque to Allen Rainey, Retiring after 15 Years of Service with Suisun City Public Works Department – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

Public Works Director Medill presented the plaque and Public Works Supervisor Jim Herron praised Rainey's work ethics and presented a present from the Public Works employees.

4. Presentation of Proclamation Proclaiming July 2020, as "Parks Make Life Better Month!®." (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

### **CONSENT CALENDAR**

*Consent calendar items requiring little or no discussion may be acted upon with one motion.*

#### City Council

5. Council Adoption of Resolution No. 2020-84: Authorizing the City Manager to Execute a Contract with Matrix Consulting Group to conduct a Needs Assessment for the Suisun City Police Department (SCPD) – (Roth: [aaroth@suisun.com](mailto:aaroth@suisun.com)).
6. Resolutions Calling for, Requesting Consolidation of November 3, 2020 General Municipal Election and Adopting Regulations Pertaining to Candidate Statements – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).



- a Council Adoption of Resolution No. 2020-85: Giving Notice and Calling for the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2020, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities; and
  - b Council Adoption of Resolution No. 2020-86: Requesting the Board of Supervisors of the County of Solano to Consolidate a General Municipal Election to be Held on Tuesday, November 3, 2020, with the Statewide General Election to be Held on the Date Pursuant to Section 10403 of the Elections Code; and
  - c Council Adoption of Resolution No. 2020-87: Adopting Regulations for Candidates for Elective Office Pertaining to Candidates Statements Submitted to the Voters at an Election to be Held on Tuesday, November 3, 2020.
7. Council Adoption of Resolution No. 2020-88: Updating Annual Work Plan of the Public Safety & Emergency Management Citizen Advisory Committee – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**Council Member Adams asked to pull Item 5 and motioned to approve Items 6 and 7. Motioned seconded by Council Member Williams. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Adams, Williams, Day, Segala, Wilson**

**ITEM 5**

**Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2020-84.**

George Guynn suggested this should not be done with current deficit in the budget.

**Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Segala, Williams, Wilson**

**NOES: Council Member Day**

**PUBLIC HEARINGS**

**GENERAL BUSINESS**

City Council

8. Submission of a Transactions and Use Tax (“ Sales Tax”) Measure at the November 3, 2020, Election, which includes: (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
- a. Council Adoption of Resolution No. 2020-89: Calling and Giving Notice of the Holding of a General Municipal Election to be held on November 3, 2020, for the Purpose of Submitting to the Voters a Measure, which adds Chapter 3.15 to Title 3 of the Suisun City Municipal Code thereby Establishing an Additional Transaction and Use General Tax; Requesting the County of Solano to Consolidate the City’s General Municipal Election to be held on November 3, 2020, with the Statewide General Election to be held on that date Pursuant to Section 10403 of the Elections Code; and Approving the Ordinance Adding Chapter 3.15 as Provided Above.

- b. Council Adoption of Resolution No. 2020-90: Authorizing the Drafting of Arguments, Setting Priorities for Filing Written Argument(s) and Directing the City Attorney to Prepare an Impartial Analysis, Regarding a City Measure, Entitled The Suisun City Essential Services and Public Safety Protection Measure, Submitted at the General Municipal Election on November 3, 2020.
- c. Council Adoption of Resolution No. 2020-91: Providing for the Filing of Rebuttal Argument Regarding a City Measure, Entitled Suisun City Essential Services and Public Safety Protection Measure, Submitted at the General Municipal Election on November 3, 2020.
- d. Council Introduction and first reading, by title only, of the Proposed Sales Tax Ordinance, Imposing a Transactions and Use General Tax to be Administered by the California Department of Tax and Fee Administration.

Barbara Fishing, member of the Measure S Committee, stated Suisun City would then have a 1.75% tax and recommended the Council request the Measure S Committee to advocate for this tax measure because it is necessary to keep this city functioning.

George Guynn stated if this measure passes Suisun City will have a higher sales tax than Fairfield and this would have a negative impact on getting new businesses to come to town and stated he would like the tax measure to require 2/3 vote to pass. He also stated that WalMart was supposed to solve all our problems and then it was Measure S was to solve everything.

Mayor Wilson entertained a motion.

**Motioned by Council Member Williams.**

City Clerk Hobson asked if the council could vote on resolutions and then introduce the ordinance? Mayor Wilson said yes. City Attorney Taylor said he had a different view and recommended the council take a-d. and asked Council Member Williams to confirm her motion to include a-d. Council Member Williams said yes.

**Motion was seconded by Council Member Adams.**

After Council discussion, City Attorney cautioned if there were significant changes, it could have significant impacts.

Council Member Adams stated the ordinance said fire three times before it says police, suggested "Maintain general City services such as police, fire and 911 emergency." and then where it says neighborhood police patrols change to "neighborhood policing." After City Manager Folsom explained 64% of the people polled were in favor of this specific language, Council Member Adams withdrew his changes.

**Motion failed by the following roll call vote:**

**AYES: Council Members Williams, Adams, Wilson**

**NOES: Council Members Day, Segala**

**(Note a 4/5 vote was needed)**

Mayor Wilson asked if there was a substitute motion and asked the City Attorney if the amount could be changed? City Attorney stated the amount could be reduced.

Council Member Adams asked if there was another amount that the two councilmembers voting no would consider?

**Mayor Wilson asked if one of the dissenting voters would consider a lesser tax? Council Members Segala and Day said no.**

Mayor Wilson explained that reports would be given, and then public comment taken and there would be no reports or public comment during the second meeting.

**REPORTS: (Informational items only.)**

9. a. Council/Boardmembers

Council Member Day complimented the Fire Department for their 4<sup>th</sup> of July activity and suggested using the Scanner Group and Neighborhood Watch groups for assistance next year.

Council Member Adams expressed concern about the Fire Department when the budget comes back, and more cuts will be needed; apologized to staff on behalf of council because more cuts will be coming; and stated people should remember the vote tonight when voting on election day.

Council Member Segala complimented staff for their work on the tax measure and stated he continued to support our democracy and the democratic process.

Council Member Williams stated the democratic process was just eliminated tonight by not passing this measure and now our citizens and our community are going to suffer without giving them the opportunity to make the decision; stated Mr. Olry comes in faithfully to complain about trash and now less will be done; and stated remember to think about this on November 3<sup>rd</sup>.

b. Mayor/Chair

Mayor Wilson reported she would normally be reporting on upcoming events such as July 13 meeting on homelessness, however, without resources nothing can be done. On Saturday, July 18 the group led by Dave Anderson who lives in Old Town will be putting on another jam session and cleaning up the community. Instead of Clean Teams being a want to they are now a have to. She stated she was disappointed and agreed with Council Member Williams that the democratic process was not served today and as Council Member Adams noted the republic processes of representative government is happening in full force. There is an ability with in the republic process to represent and at some point, we have to turn it over to the voters for the democratic part. Tonight, the Council decided for them. She echoed the comments made by Council Members Adams and Williams in regard to staff, stating you are already doing more with less and this evening you have been cut off even more. She stated a few weeks ago there were council members who voted for no cuts and no furloughs and then subsequently voted no to giving the people a chance to save services and save staff.

10. City Manager/Executive Director/Staff

City Manager Folsom just stated he was very disappointed.

**PUBLIC COMMENT**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

Barbara Fischeing stated 54% of the people polled were in favor of this tax measure; stating you asked the people what they wanted and now the rug has been taken out from beneath them. It's a sales tax; when you buy something, you will be taxed. You have to give the people who expressed the willingness to pay the extra sales tax the right to vote on it.

**Mayor Wilson asked City Attorney Taylor what would have to happen in order to bring this back before the time expires? City Attorney Taylor said if there was a change in the vote by either of the council members who voted no on the sales tax measure, they could do a motion to consider tonight or the matter could be brought back to council; but we are running out of time very quickly; it would have to be brought back next week.**

City Clerk Hobson summarized an email from Michael Zeiss stating he wanted to discuss the committee's work plan on facial recognition; stated the Council agreed to develop such a policy and he would like to talk to someone about it.

Alma Hernandez wanted to express how robbed she felt because the council had the opportunity to present to her and to every resident of the City an opportunity to say how they felt, and we could move forward in regard to this tax. She stated what she did not hear from the dissenting voters was an alternative solution. We would all hurt a little bit, but we would all rise up together. She stated we had celebrated a person who had served the City well and now that doesn't even matter. She pleaded with the dissenting voters to look at all the implications of what this vote means and how it robs our community members to have a voice.

Wayne Day stated they had been in business for over forty years and businesses have set-a-sides. In the last couple of years, I've watched this City spend this set-a-side. There was money put aside every year for dredging, that's wiped out. There are people on the council who have talked about prior councils that didn't do the right thing, however, when we first moved here this town was a slum and now you have a beautiful waterfront. Sometimes you have to tighten your belt for tough times and that's what they did; but now you have squandered all that money. So, coming to the people with a tax is not the answer.

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 8:28 PM.

---

Linda Hobson, CMC  
City Clerk

# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JULY 7, 2020

6:30 P.M.

*(or immediately following the scheduled 6:30 pm regular meeting)*

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SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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*ZOOM MEETING INFORMATION:*

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**MEETING ID:** 895 2066 7801

**CALL IN PHONE NUMBER:** (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM*

*(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING*

*BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR*

*VIA WEBSITE OR PHONE APPLICATION, ZOOM*

### ROLL CALL

Mayor Wilson called the meeting to order at 8:35 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

### PUBLIC COMMENT

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

Mayor Wilson had explained in the previous meeting that there would be no further public comments in this meeting on items not on the agendas.

### CONFLICT OF INTEREST NOTIFICATION - None

*(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)*

**REPORTS: (Informational items only.)****PRESENTATIONS/APPOINTMENTS***(Presentations, Awards, Proclamations, Appointments).***GENERAL BUSINESS**City Council

1. Submission of a Measure to the City's Voters that Proposes to Change the Elective Office of the City Clerk to Appointive, which includes the adoption of the following resolutions: (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
  - a. Adoption of Resolution No. 2020-93: Calling and Giving Notice of the Holding of a General Municipal Election to be Held on November 3, 2020, for the Purpose of Submitting to the Voters a Measure Changing the Office of the City Clerk from Elective to Appointive; Requesting the County of Solano to Consolidate the Submission of this Measure at the City's General Municipal Election to be Held on November 3, 2020, with the Statewide General Election to be Held on that Date Pursuant to Section 10403 of the Elections Code.
  - b. Adoption of Resolution No. 2020-94: Authorizing the Drafting of Arguments, Setting Priorities for Filing Written Argument(s) and Directing the City Attorney to Prepare an Impartial Analysis, Regarding a City Measure Proposing to Change the Office of the City Clerk from an Elective Office to an Appointive Office, Submitted at the General Municipal Election on November 3, 2020.
  - c. Adoption of Resolution No. 2020-95: Providing for the Filing of Rebuttal Argument Regarding a City Measure, Changing the Office of the City Clerk from an Elective Office to an Appointive Office Thereby Allowing the City Council to Appoint the City Clerk, Submitted at the General Municipal Election on November 3, 2020.

**City Attorney Taylor stated if this measure is passed, it would not take effect immediately that is consistent with State Law. The appointment would start after the election in 2024; the only exception to that would be if for some reason the position became vacant between 2020 and 2024 the standard election rules would be followed just like when Council Member Adams was appointed to fill the council seat. The appointment of the city clerk would give the option to fill that position from existing staff and this would save money for the City. This would provide more flexibility in the requirements for specialization and training. Currently under the laws for elections there is a requirement of residency, but the City cannot impose the same amount of training and specialization...**

**As a matter of formality, I am going to read the ordinance title for the other reading**

**“An Ordinance of the People of the City of Suisun City adding Chapter 2.10 to the Title 2 of the Suisun City Municipal Code thereby, Making the Office of City Clerk Appointive.”**

**For this item the way its set up under applicable law under Government Code it requires three votes of the Council to submit it to the voters.**

**Council Member Segala asked about the term of the City Clerk. City Attorney Taylor said the City Clerk shall be appointed by the City Council. The next section is the Powers and Duties as may be assigned by the City Council from time to time and the duration would be up to the City Council if this is approved by the voters.**

George Guynn stated having an elected city clerk works better; reported the City of Dixon was having a lot of trouble with an appointed clerk; with an elected city clerk, you have independence and a balance of power with what is recorded in the minutes and suggested keeping the position elected.

**City Clerk Hobson noted the ordinance was not on the agenda. City Attorney Taylor stated it would suffice to have the ordinance as an attachment to one of the resolutions and for transparency he had read the title of the ordinance for the first reading.**

Steve Olry agreed with Mr. Guynn, because nepotism and favorites could be appointed; and stated an elected city clerk works independently.

Council Member Adams stated appointing one would give them the ability to have someone with a higher skill set and one that could be vetted.

Council Member Segala stated he had researched pros and cons between elected and appointed. He read as an appointed City Clerk you're about one more employee of the City Council; as an elected City Clerk you are not accountable to the City Council nor the City Manager but directly to the electorate. Being directly responsible to the people is the biggest plus.

Council Member Williams stated she had looked at a lot of cities and saw there were appointed and elected clerks and thought it should be given over to the voters and allow them to be a part of this democratic process.

Mayor Wilson stated the duties of the City Clerk has expanded through the years and the liability related to the duties has increased. By law the minimum requirement is being of voting age and registered to vote. Liability across the state where people have done things in the position that they shouldn't have is great. The City bares the liability not the person. I look at this as an opportunity to insure the City Clerk has the skills and necessary certifications to do the job well. We are accountable to the people; and when we make poor decisions they hold us accountable. The City Clerk can have a direct lawsuit. We need to find ways to reduce cost; it may not be much; right now, the City Clerk costs the City \$20,000 and a significant portion of that cost is born by staff; so, the \$20,000 is extra. It is the cost of medical benefits which includes \$100 cash payout for cash allowance. With the savings associated with it and the additional benefits of having skilled City Clerk is why I'll be supporting this to go to the voters.

**City Clerk Hobson suggested voting on resolutions and then the ordinance separately as we always do. City Attorney Taylor recommended the council vote on all three together.**

**Motioned by Council Member Adams and seconded by Mayor Wilson to adopt Resolution Nos. 2020-93, 2020-94 and 2020-95. Motion carried by the following roll call vote:**

**AYES: Council Members Adams, Williams, Wilson**

**NOES: Council Members Day, Segala**

2. Submission of a Measure to the City's Voters that Proposes Setting Term Limits for the Mayor and Members of the City Council, which includes the adoption of the following resolutions: (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
  - a. Adoption of Resolution No. 2020-96: Calling and Giving Notice of the Holding of a General Municipal Election to be Held on November 3, 2020, for the Purpose of Submitting to the Voters a Measure, Establishing Term Limits for Offices of the Mayor and Members of the

City Council; Requesting the County of Solano to Consolidate the Submission of this Measure at the City's General Municipal Election to be Held on November 3, 2020, with the Statewide General Election to be Held on that Date Pursuant to Section 10403 of the Elections Code; and

- b. Adoption of Resolution No. 2020-97: Authorizing the Drafting of Arguments, Setting Priorities for Filing Written Argument(s) and Directing the City Attorney to Prepare an Impartial Analysis, Regarding a City Measure Regarding City Council Term Limits, Submitted at the General Municipal Election on November 3, 2020; and
- c. Adoption of Resolution No. 2020-98: Providing for the Filing o Rebuttal Argument Regarding a City Measure Regarding City Council Term Limits, Submitted at the General Municipal Election on November 3, 2020.

**City Attorney Taylor stated what is before you this evening is the potential submittal to the voters of a measure that would impose term limits and these term limits that are proposed here are lifetime term limits... the item before you is proposed four terms for both Mayor and Council and this would be lifetime. This term limit does not start until after the November 2020 for those Council Members running and that would be if the voters approved it. For those members whose terms end in 2022 it wouldn't start until their next term and it would be four terms after that. It applies to the Mayor and the Council Members. The more difficult part is set forth in the ordinance a combination. If you had the situation the way this is drafted and this is subject to Council's discussion and changes that Council proposes. On pages 31 and 32 we give an example of a situation where you have somebody that served on Council for three terms after 2020 election, and they then decide to run for Mayor, if they had already served three terms during that period they would only be eligible to serve one term as Mayor. The way this is structured it may be modified. The other caveat is how do we handle a situation of an appointment in the future. So let's say two years from now if this measure was to pass with term limits, if they were appoint to fill a vacant Council seat, would that appointed time count towards the four maximum terms or would it not count? The way that we've done that is following the Elections Code to say if you ended up being appointed more than half the term it would count.**

**City Attorney Taylor read the Ordinance title "An Ordinance of the People of the City of Suisun City Setting Term Limits for Offices of Mayor and Members of the City Council by Adding Section 2.04.060 "Term Limits" to Chapter 2.04 of the Suisun City Municipal Code." He stated this requires three votes to submit it to the voters.**

**Mayor Wilson proposed four terms as Council and up to two terms subsequently following as Mayor.**

George Guynn stated this change was not necessary, if the people wanted a change they would vote the council member out.

Steve Olry thought the voters should take care of this and said the first term is like an apprenticeship, second term a council member gets warmed up, and then good decisions can be made with experience.

Council Member Day felt experience was important to make good decisions.



Council Member Adams stated when the people were polled 82% of the polled people in the US was in favor of term limits. How does someone compete against someone who has been on Council for 20-30 years? We have a couple people on the Council that have been here a long time and they just voted to take away the vote of the people for democracy; they also voted to not cut staff, so experience does not always matter, sometimes wisdom and judgement matter more.

Council Member Segala stated he liked the Mayor's idea of four and two. He stated it does take a while to understand the process.

Council Member Williams stated she liked Mayor Wilson's recommendation of four terms and two terms. She stated the State Assembly has term limits; on an average most cities have term limits. She stated she was in favor of giving the voters their right to decide if they would like to impose term limits.

Mayor Wilson stated she had ran on this position and many people had said yes; she hopes they will do the same in the fall. There's no other way to say it; I think everything done in secret should come to light; it's something I live by. I have seen, while serving on this Council during the first six years, Council Members delay votes until election year; I have seen Council Members say yes on non-election years and then say no on election years, violating their own principles just because it serves them well in the election. I have seen people on this Council, some are here and some are not, make those types of decisions and that's why there is an advantage serving on this Council. This gives us an opportunity to ensure that when a Council Member serves on this elected body that they are focused on doing what they can in the limited time they have. It ensures that while they serve on this body knowing they have a limited time that they are looking for whose next. Who is the person who will carry the things that I think are important for this community and that represents the people who sent me here. That's what term limits does; it does not allow people to play games; and opens it up for someone else to come in. It allows people to serve faithfully and it allows someone to serve sixteen years, that means a person who was born that year will be sixteen and old enough to drive. That's a long time. Most people don't even stay at their job sixteen years. This will give the opportunity for leadership and force people to create opportunities for others. I have seen the government work systematically against people in the community and varying shades of color and for me it's not just about bringing fresh ideas, not just leveling the playing field, but it's about equity and that's why I support it.

City Attorney

**Mayor Wilson stated the following: I am going to entertain a motion for this item to include that a person serving four terms as a council member could serve a subsequent two terms as mayor; with that I'll entertain a second. Council Member Segala said second.**

**City Attorney Taylor proposed the following changes to the ordinance:**

**Section 2.04.060 Term Limits**

- A. Except as provided below, no person shall be elected or appointed to more than four (4) terms as an elected mayor or member of the city council in the City of Suisun City. For the purpose of calculating the number of terms, the terms served**

by a person elected or appointed to an elected office of the City Council in the City of Suisun City shall be aggregated with terms served that person in any other elected office of the City Council of Suisun City. ~~For example, if a single person serves three (3) terms as mayor, that same person can only serve one (1) more term either as mayor or a city council member.~~

Except that a council member with four (4) terms can serve up to two (2) terms as mayor.

Mayor Wilson maintained her motion and Council Member Segala maintained his second. Motion carried unanimously by the following roll call vote:

Ayes: Council Members Segala, Adams, Day, Williams, Wilson

Mayor Wilson stated for the public record; if any member with a dissenting vote on any item in the regular and general meeting wish to change their vote, they can do so by sending a letter to the Agenda Committee which is the Mayor and City Manager; and the item they dissented on will be reconsidered.

**REPORTS: (Informational items only.)**

3. a. Council/Boardmembers  
b. Mayor/Chair
4. City Manager/Executive Director/Staff

The reports were given in the preceding meeting.

**PUBLIC COMMENT - None**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 9:22 PM.

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Linda Hobson, CMC  
City Clerk

## MINUTES

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY

TUESDAY, OCTOBER 6, 2020

6:00 P.M.

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SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.*

*PER GOVERNOR NEWSOM'S EXECUTIVE ORDER PUBLIC ACCESS TO THE  
SUCCESSOR AGENCY MEETING WILL BE VIA THE APPLICATION, ZOOM  
ZOOM MEETING INFORMATION:*

*WEBSITE: <https://zoom.us/join>*

*MEETING ID: 886 6503 2384*

*CALL IN PHONE NUMBER: (707) 438-1720*

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM  
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE SUCCESSOR AGENCY MEETING  
BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 4:30pm) OR  
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

#### **ROLL CALL**

Mayor Wilson called the meeting to order at 6:00 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

#### **PUBLIC COMMENT - None**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

#### **CONFLICT OF INTEREST NOTIFICATION - None**

#### **CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council Acting as Successor Agency to the Redevelopment Agency will hold a Closed Session for the purpose of:

#### **Successor Agency**

1. Conference with Legal Counsel - Significant Exposure to Litigation (1 potential case)  
Pursuant to Government Code Section 54956.9(d)(2)

**6:00 PM – Mayor Wilson recessed the meeting to Closed Session.**

**CONVENE OPEN SESSION**

Announcement of Actions Taken, if any, in Closed Session.

**6:45 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed Session.**

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 6:45 PM.

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Linda Hobson, CMC  
City Clerk

**MINUTES**

**REGULAR MEETING OF THE  
SUISUN CITY COUNCIL**

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**

**AND HOUSING AUTHORITY**

**TUESDAY, OCTOBER 6, 2020**

**6:30 P.M.**

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**SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA**

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**NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.*

*PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

*ZOOM MEETING INFORMATION:*

*WEBSITE: <https://zoom.us/join>*

*MEETING ID: 880 3965 4025*

*CALL IN PHONE NUMBER: (707) 438-1720*

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM*

*(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING*

*BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR*

*VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press \*9 to raise your hand and \*6 to unmute/mute for public comment.)*

(Next Ord. No. – 775)

(Next City Council Res. No. 2020 – 124)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 02)

(Next Housing Authority Res. No. HA2020 – 01)

**ROLL CALL**

Mayor Wilson called the meeting to order at 6:46 PM with the following Council / Board Members present: Adams, Day Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member

Invocation was given by City Manager Folsom.

**PUBLIC COMMENT**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

Mike Hudson expressed concern about rough roads and trash near construction sites.

Jeremy Sneider, Vice President of POA, discussed council members salary being highest in Solano County and police officer positions not being filled.

Steve Olry discussed, weed abatement, failure to restrict people in parks, budget deficit and appointments to commissions.

Victor Bogalas concerned about being homeless and where to park his motorhome.

**CONFLICT OF INTEREST NOTIFICATION - None**

*(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)*

**REPORTS: (Informational items only.)**

1. COVID-19 Update – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

2. Mayoral Appointments:

Appointment to Recreation, Parks, Marina and Arts Commission (One appointment to term expiring January 2021, one appointment to term expiring January 2023) – (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).

**Mayor Wilson announced Tyler Wilson, her son, and Dave Anderson were applicants for the two appointments. She also announced she was implementing a new recruiting process for doing new appointments. On December 8, 5:30-6:30 she will be hosting an open house so that people interested in serving on a commission can ask questions and learn what it means to serve on a committee. December 22 is the deadline for applicants and the appointments will be made in January. She then recused herself at 7:16 PM.**

**Council Member Adams motioned to confirm the appointment of Tyler Wilson for the term expiring January 2021 and Dave Anderson for the term expiring January 2023 to the Recreation, Parks, Marina and Arts Commission; motion seconded by Vice Mayor Williams. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Day, Williams**

**ABSTAINED: Council Member Segala**

**ABSENT: Mayor Wilson (Conflict of Interest)**

**Deputy Clerk Pock administered the Oath of Office for Tyler Wilson and Dave Anderson.**

**CONSENT CALENDAR**

*Consent calendar items requiring little or no discussion may be acted upon with one motion.*

**City Council**

3. Council Adoption of Resolution No. 2020 - 124: Amending the Council Norms and Procedures to Address the Handling of Emailed Comments – (Anthony Taylor, City Attorney).
4. Council Adoption of Resolution No. 2020 - \_\_: Approving the Parcel Map for Parcel 4 (APN: 0173-830-040), Accepting Offers of Dedication and Authorizing the Public Works Director and City Clerk to Sign the Parcel Map – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

**Housing Authority**

5. Housing Authority Adoption of Resolution No. HA 2020-01: Authorizing the Executive Director to Execute a Due Diligence and Exclusive Negotiation Agreement Regarding Approximately the Property known as Almond Gardens Located at 709 Almond Street - (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority**

6. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 15, 2020 – (Hobson: [clerk@suisun.com](mailto:clerk@suisun.com)).

**Council Member Williams asked that Items 3, 4 and 5 be pulled from Consent Calendar.**

**Motioned by Council Member Williams and seconded by Council Member Adams to approve Consent Calendar Items 6. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members: Adams, Day, Segala, Williams, Wilson**

**Item 3**

**Motioned by Council Member Williams and seconded by Council Member Segala to adopt Resolution No. 2020-124 amending it to read:**

**File the full document and ask the community member to pinpoint the key points they would like summarized and have it read during the meeting.**

**Motion carried unanimously by the following roll call vote:**

**AYES: Council Members: Adams, Segala, Day, Williams**

**NOES: Mayor Wilson**

**Item 4**

**Motioned by Council Member Adams and seconded by Mayor Wilson to adopt Resolution No. 2020-\_\_. Motion failed by the following roll call vote:**

**AYES: Council Members: Adams, Wilson**

**NOES: Council Members Day, Segala, Williams**

**Item 5****Laura Cole-Row****Motioned by Council Member Day and seconded by Council Member Williams to adopt Resolution No. HA2020-01. Motion carried unanimously by the following roll call vote:****AYES: Council Members: Adams, Segala, Day, Williams, Wilson****PUBLIC HEARINGS****GENERAL BUSINESS**City Council

7. A. Consideration of the Following for the Historic Waterfront Business Improvement District: (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
- a. Council Adoption of Resolution No. 2020-126: Accepting the 2020 Annual Report, and Approving the Proposed Calendar Year 2021 Operating Budget for the Suisun City Historic Waterfront Business Improvement District.
  - b. Council Adoption of Resolutions No. 2020-127: Declaring its Intention to Levy and Collect Assessments within the Suisun City Historic Waterfront Business Improvement District for Calendar/Fiscal Years 2020 and 2021 and Announcing That the Associated Public Hearing Will Be Held on October 20, 2020.

Mike Hudson suggested waiving fees for 2020 and the Council should oversee the BID.

Mike Zeiss compliment the BID for clarification and expressed concern if lowering the assessments if would jeopardize the cleanup of the downtown.

**Motioned by Council Member Segala and seconded by Council Member Day to adopt Resolutions No. 2020-126 and No. 2020-127. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Adams, Day, Segala, Williams, Wilson**

- B. Consideration of the Following for the Historic Waterfront Business Improvement District: (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
- a. Council Adoption of Resolutions No. 2020-128: Declaring its Intention to Levy and Collect Assessments within the Suisun City Historic Waterfront Business Improvement District for Calendar/Fiscal Year 2021 and Announcing That the Associated Public Hearing Will Be Held on December 15, 2020.

**Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2020-128. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Adams, Day, Segala, Williams, Wilson**

**8:26 PM – Mayor Wilson recessed the meeting.**

**8:38 PM - Mayor Wilson reconvened the meeting.**



- 8. Council Discussion and Direction: FY 2020-21 Budget Update: Presentation of the Financial Position of the City through FY 2020-21 Budget Update - (Deol: [Ideol@suisun.com](mailto:Ideol@suisun.com)).

Tom Alder expressed concern about public safety, cuts in police, code enforcement, parks, recreation, no cuts are being made in fire, and \$1.8 million being taken from Measure S.

Mike Hudson suggested some of the figures given tonight are inaccurate; expressed concern about using Measure S to make payroll, police personnel shortage, and stated with this budget update a new sales tax was not needed.

George Guynn discussed council salaries being higher than Fairfield, meetings taking longer than Fairfield’s, lack of road work, and legal fees not being shown.

Alma Hernandez stated Measure S money was having to be used this year because of the shortfall and stated working through this year collectively was important; and it’s important for the community to understand why the City is having to use Measure S funds this year; and it’s important for the community to see what programs had to be cut so that when a tax measure is brought up again the community will understand the need.

**9:50 PM – Council Member Day left meeting.**

Ruth Forney stated new ideas and projects should not be put into the current budget and wished that people did not compare the police department with the fire department because they are equally important to our city.

Mayor Wilson and City Manager Folsom clarified there would be no police cuts, youth and senior programs were cut due to Covid 19, sales tax increased because people are having to shop online, police and fire make up 95% of budget, sales tax increased because people are shopping online rather than going to other cities and new tax was needed to address shortfalls in road repairs and dredging.

City Attorney Taylor compared legal fees between August 2018-August 2019 and August 2019-August 2020 and the fees had dropped \$31,000.

**City Attorney Taylor recommended the City Council reconsider the vote on Item 4 and stated the developer has already moved forward and had a vested interest in the project and the city could be found liable. He stated the Council could approve the item, or deny it with certain legal findings such as danger to public safety, or continue the item.**

**Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2020-125. Motion carried unanimously by the following roll call vote:**

- AYES:** Council Members Adams, Williams, Wilson
- NOES:** Council Member Segala
- ABSENT:** Council Member Day

**REPORTS: (Informational items only.)**

- 9. a. Council/Boardmembers

Council Member Adams reported a homeless were obstructing the Central County Bikeway.

Council Member Segala reported the bikeway should not be a home for the homeless, fences should be mended, and expressed concern about fire department inspection of Virgil's Fishing Derby being shut down by fire department and suggested the fire depart help by telling them what would make it work.

Council Member Williams asked for and received a consensus regarding a moratorium on gas stations; encouraged Good Neighbor Policy to go forward; participated in Census Popup and food distribution; and reported she would be attending the League of California Cities conference.

b. Mayor/Chair

Mayor Wilson reported census deadline was extended to October 31 and explained by completing the census would bring money to the City, two college graduates are taking over the Adopt a Street Program, and received consensus to have staff work on the donation bin,

City Manager/Executive Director/Staff

City Manager Folsom reported there would be a Zoom workshop regarding McCoy Creek Trail, there is ballot drop off box was in city hall, and city hall would be closed Monday for Columbus Day.

**PUBLIC COMMENT**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

Mayor Wilson explained this public comment was created for people who could not make the first public comment.

Mike Hudson stated Measure S was never intended to be a paycheck protection, expressed concern about bike path and breached fences, and suggested weed abatement in various parts of the city.

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 10:30 PM.

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Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2020-\_\_\_: Authorizing the City Manager to Utilize Prop 68 Per Capita Funds to Rehabilitate Heritage Park and Replace the Play Structure at Montebello Vista Park.

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**FISCAL IMPACT:** Utilization of up to \$14,723 of Park Development Funds. After this expenditure, there would be an account balance of \$156,962. The City is not required to provide a match for the Heritage Park Project, but is required to provide a 20% match for the Montebello Vista Project.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance and Enhance Environment

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**BACKGROUND:** This item was presented to the City Council on September 15, 2020 and it was recommended that the scope of work be revised and to use the funds to upgrade current assets. The revised plan was presented to the Recreation, Parks, Marina, and Arts Commission on November 3, 2020 and was unanimously supported.

Heritage Park is the central park complex for Suisun City and is the home of the Joseph Nelson Community Center. The current park has a variety of amenities that includes a play space for all play structure, a challenge course, 1 full-court basketball court, an exterior restroom facility, 1 general field of play, and 1 softball field with no outfield fence, but does have lighting. The Recreation, Parks, and Marina Department (RPM) is always searching new ways of creating more opportunities for recreation and sports programming, as well as revenue generating programs. With upgrades, Heritage Park has the potential to become a minor sports complex. The current play field is hazardous with a number of large trip hazards, unlevel ground, irrigation issues, and is in generally poor condition for use as a sports field.

Part of the city's aging infrastructure are the play structures located within the park system. A number of playgrounds have reached or are about to reach their expected useful life. The city has received current safety inspection reports for the play structures and though many are aging, they are still safe to operate with minor maintenance issues being addressed. Unfortunately, the play structure at Montebello Vista Park was found to be hazardous and has been fenced off to protect the community until a replacement can be installed.

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**STAFF REPORT:** Proposition 68 Per Capita Funds are available for local park rehabilitation, creation, and improvements to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The City of Suisun City has been awarded \$177,952

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**PREPARED BY:**  
**APPROVED BY:**

Kris Lofthus, Recreation, Parks, and Marina Director  
Greg Folsom, City Manager

in per capita funding. It is the intent of RPM to submit plans to fund the renovation of Heritage Park and replace the play structure at Montebello Vista Park.

At Heritage Park, one light pole was relocated 75 feet to the north to open the grass play area and provide a larger open space for field sports. By moving the light pole, RPM will be able to accommodate two full size soccer fields. This light relocation was completed as part of the Engie Light Upgrade Project. It is recommended that the infield dirt area be improved to a grass surface. In order to do this, additional irrigation would need to be added. The current softball field gets minimal use and we have four fields at the Lambrecht Sports Complex to accommodate softball / baseball play. The external restrooms are in desperate need of a remodel and with proper restrooms, use of the fields would increase. The purchase of a concession trailer will assist with revenue generation by providing food services at Heritage Park during league games and tournaments. The base line concession trailer has a delivered purchase price of \$21,000 and will be the last purchase of this project. If contingency funds are not expended, an upgraded concession trailer would be purchased.

Estimated revenue generation is as follows:

- Heritage Park Sports Fields - \$40,000 annually
- Park Rental Increase Due to Restroom Upgrade - \$5,000 annually
- Concessions for Sports Fields - \$10,000 annually

Total Estimated Revenue - \$55,000/year

The play structure located at Montebello Vista Park will be removed and a new safe play structure will be installed. RPM is applying for Proposition 68 Round 4 funds to renovate the entirety of Montebello Vista Park, but those are competitive funds with no guarantee of receiving any funding for the project. Current health and safety issues with the current play structure must be addressed prior to those funds being available. This singular item will be removed from the proposed grant application for Proposition 68 Round 4 Funding. RPM has been awarded discount pricing from GameTime in the amount of \$31,333.85 as part of a national grant program. The matching portion of this project will utilize Park Development funds in the amount of \$14,723 as this is an expansion of the current play structure to accommodate more users. Determination of required match is based on the location of the project site using the Community Fact Finder, an online tool utilized by the State of California.

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**RECOMMENDATION:** Council Adoption of Resolution No. 2020-\_\_\_: Authorizing the City Manager to Utilize Prop 68 Per Capita Funds to Rehabilitate Heritage Park and Replace the Play Structure at Montebello Vista Park.

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**ATTACHMENTS:**

1. Resolution No. 2020-\_\_\_: Authorizing the City Manager to Utilize Prop 68 Per Capita Funds to Rehabilitate Heritage Park and Replace the Play Structure at Montebello Vista Park
2. Budget Estimates
3. PowerPoint Presentation

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO UTILIZE PROP 68 PER CAPITA  
FUNDS TO REHABILITATE HERITAGE PARK AND REPLACE THE PLAY  
STRUCTURE AT MONTEBELLO VISTA PARK**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the filing of an application for the Montebello Vista Park Project; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 17th day of November 2020 by the following vote:

<b>AYES:</b>	Council Members:	_____
<b>NOES:</b>	Council Members:	_____
<b>ABSENT:</b>	Council Members:	_____
<b>ABSTAIN:</b>	Council Members:	_____

**WITNESS** my hand and the seal of said City this 17<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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Prop 68 Per Capita Park Project Budget

Attachment 2

**HERITAGE PARK SPORTS FIELDS**

Rental Fencing	\$2,500	
Turf Aeration	\$3,000	Rental Aerator + Staff Time
Soil Analysis	\$1,500	Field Sample and Lab Work
Soil Amendment	\$7,000	Fertilizer + Rental + Staff Time
Rototill and Grade Infield	\$3,000	Soil + Rental + Staff Time
Top Dress Soil in Low Areas	\$5,500	Soil + Rental + Staff Time
Irrigation Modifications to Infield	\$5,000	Irrigation Materials + Staff Time
Irrigation System Repairs	\$3,500	Irrigation Materials + Staff Time
Over seed Turf	\$12,000	Seed all 3.5 acres
Concession Trailer Purchase	\$21,000	Portable Concession Trailer
Demolish Backstop and Fencing	\$1,540	Staff/Volunteers
15% Contingency	\$9,831	
<b>Total</b>	<b>\$75,371</b>	

**HERITAGE PARK RESTROOMS**

Partition Replacement	\$4,100	
Fixtures	\$3,000	
Floor Sealant	\$1,000	
Upgraded Lighting	\$1,000	
Pass Key Locks	\$2,800	
15% Contingency	\$1,785	
<b>Total</b>	<b>\$13,685</b>	

<b>Heritage Park Total</b>	<b>\$89,056</b>	
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**MONTEBELLO VISTA PARK PLAY  
STRUCTURE**

2 Bay Prime Time Swings	\$3,055	
Custom Power Scape Unit	\$62,362	
Pour in Place Fall Protection	\$34,562	
Grant Price Reduction	(\$31,334)	
Tax	\$2,854	
Freight	\$4,139	
Installation	\$35,476	
<b>Total</b>	<b>\$111,114</b>	

**Matching Funds - Park Development Fund  
20% of MBV Park Play Structure Project**

<b>Required Grant Match</b>	<b>\$22,223</b>	
Removal	\$2,000	Staff Time, Volunteers, Equipment

Staff Time	\$5,500	Project Administration
<b>Park Development Fund Cost</b>	<b>\$14,723</b>	

<b>Authorized Grant Amount</b>	<b>\$177,952</b>
<b>Heritage Park Total Project Cost</b>	<b>\$89,056</b>
<b>MBV Total Project Cost</b>	<b>\$111,114</b>
<b>Total Matching Funds MBV Project</b>	<b>\$22,223</b>
<b>Balance</b>	<b>\$5</b>



# Proposition 68 Per Capita Program Grant



RECREATION, PARKS, & MARINA DEPARTMENT  
SUISUN CITY, CA

Funds are available for local park rehabilitation, creation, and improvements to local governments on a per capita basis.

Suisun City will receive

\$177,952

Heritage Park – No matching funds

Montebello Vista Park – 20% matching funds

# HERITAGE PARK RENOVATION

- Installation of 200' of Irrigation pipe & sprinklers
- Removing dirt infield and replacing it with grass
- Removal of backstop, fencing, and bleachers
- Remodel of current restroom facilities
- Creating 2 full field soccer fields
- Purchase concession trailer
- Estimated Annual Revenue - **\$55,000**



# Montebello Vista Park Play Structure

- Play Structure was evaluated in October 2020 by a Certified Playground Safety Inspector (CPSI) through the City Risk Management Pool
- Currently fenced off due to helath and safety hazard
- Must be removed and a new structure installed
- Originally planned as part of the Proposition 68 Round 4 submission, but those funds are not guaranteed
- Discount of \$31,344 as part of a National Grant Program. This grant cannot count as the matching requirement





# Proposition 68 Per Capita Budget

<u>HERITAGE PARK SPORTS FIELDS</u>			
Rental Fencing	\$2,500		
Turf Aeration	\$3,000	Rental Aerator + Staff Time	
Soil Analysis	\$1,500	Field Sample and Lab Work	
Soil Amendment	\$7,000	Fertilizer + Rental + Staff Time	
Rototill and Grade Infield	\$3,000	Soil + Rental + Staff Time	
Top Dress Soil in Low Areas	\$5,500	Soil + Rental + Staff Time	
Irrigation Modifications to Infield	\$5,000	Irrigation Materials + Staff Time	
Irrigation System Repairs	\$3,500	Irrigation Materials + Staff Time	
Over seed Turf	\$12,000	Seed all 3.5 acres	
Concession Trailer Purchase	\$21,000	Portable Concession Trailer	
Demolish Backstop and Fencing	\$1,540	Staff/Volunteers	
15% Contingency	\$9,831		
<b>Total</b>	<b><u>\$75,371</u></b>		



# Proposition 68 Per Capita Budget Cont.

<u>HERITAGE PARK RESTROOMS</u>		
Partition Replacement	\$4,100	
Fixtures	\$3,000	
Floor Sealant	\$1,000	
Upgraded Lighting	\$1,000	
Pass Key Locks	\$2,800	
15% Contingency	\$1,785	
<b>Total</b>	<b>\$13,685</b>	
<b>Heritage Park Total</b>	<b>\$89,056</b>	

# Proposition 68 Per Capita Budget Cont.

<u>MONTEBELLO VISTA PARK PLAY STRUCTURE</u>	
2 Bay Prime Time Swings	\$3,055
Custom Power Scope Unit	\$62,362
Pour in Place Fall Protection	\$34,562
Grant Price Reduction	(\$31,334)
Tax	\$2,854
Freight	\$4,139
Installation	\$35,476
<b>Total</b>	<b>\$111,114</b>
<b>Matching Funds - Park Development Fund 20% of MBV Park Play Structure Project</b>	
<b>Required Grant Match</b>	<b>\$22,223</b>
Removal	\$2,000
Staff Time	\$5,500
	Staff Time, Volunteers, Equipment Project Administration
<b>Park Development Fund Cost</b>	<b>\$14,723</b>

# Proposition 68 Per Capita Budget Cont.

<b>Authorized Grant Amount</b>	<b>\$177,952</b>
<b>Heritage Park Total Project Cost</b>	<b>\$89,056</b>
<b>MBV Total Project Cost</b>	<b>\$111,114</b>
<b>Total Matching Funds MBV Project</b>	<b>\$22,223</b>
<b>Balance</b>	<b>\$5</b>

# Questions or Comments?

## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**CITY AGENDA ITEM:** Discussion and Direction Regarding Selection of Up to Two Storefront Retailers in Response to the Request for Applications (RFA).

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**FISCAL IMPACT:** The ultimate selection of an identified retailer will generate cannabis tax and sales tax revenues to the City. Revenues are dependent on the operations and the full scope of their business plan. When the Commercial Cannabis Business Permit is brought through the entitlement process, a more specific revenue figure will be provided.

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**STRATEGIC PLAN IMPACT:** Develop sustainable economy; Ensure fiscal solvency.

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**BACKGROUND:** The City has discussed cannabis regulations, appropriate tax rates, and user fees on several occasions over the past three plus years. Below is a condensed timeline which shows key discussions and milestones since beginning the discussion in March 2017:

- March 21, 2017 – First City Council Briefing and Policy Discussion
- June 7, 2017 – Cannabis Policy Community Meeting
- May 29, 2018 - City Council adopted Ordinance No. 750, adding Chapter 18.49 (“Cannabis Regulatory Program”) to the Suisun City Code (SCC).
- November 26, 2019 – City Council set applicable tax rates for cannabis related activities with the passage of Resolution 2019-120.
- December 3, 2019 – City Council directed staff to prepare amendments to Chapter 18.49 that would expand opportunities for retail storefronts and various text amendments.
- December 17, 2019 – City Council amended Master Fee Schedule which included cannabis application fee and Commercial Cannabis Business Permit fee increases.
- January 9, 2020 to May 7, 2020 – Request for Applications (RFA) period for up to three retail storefronts.
- January 28, 2020 – Staff holds a cannabis applicant workshop at Suisun City Hall.
- March 17, 2020 – City Council adopts Ordinance No. 768 which increased the number of retail storefront locations from one to three and expanded the eligible zoning districts.
- June 16, 2020 – City Council provides staff direction on first round of RFA process.
- September 22, 2020 – Cannabis Ad Hoc holds interviews for RFA respondents.

The City’s Request for Applications (RFA) process was open from July 15, 2020 to September 1, 2020. Throughout the open period, staff responded to questions, maintained the cannabis page on the website, and sent direct emails to the interest list. Staff hand-delivery of each of the proposals.

After opening and closing the RFA period and holding applicant interviews, it is now time to have the discussion with the entire City Council and receive direction on how staff should move forward.

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**PREPARED BY:**

John Kearns, Senior Planner

**REVIEWD/APPROVED BY:**

Greg Folsom, City Manager

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**STAFF REPORT:** As a result of the RFA, the City received four applications. Below is a brief description of each of the applications, as well as information on the RFA process and the Ad Hoc meeting (including recommendation).

### **Brief Description of the Applications Received**

#### **Railroad Clinica Center (Blossom/Railroad)**

The applicants are Juan Garcia-Flores, Ana Garcia, and Jaime Corona (landowner). The proposed location is on a vacant parcel at the southwest corner of Blossom and Railroad Avenue (1348 Blossom Avenue). If granted the Commercial Cannabis Business Permit, they would undertake constructing a new building (3,000 square feet). This applicant applied to the first RFA earlier this year and made some modifications to that plan as a result of the feedback from the Ad Hoc Committee. Some of the modifications include updates to the pro-forma and the air quality plan. The applicants have two existing cannabis licenses (Vallejo and Pacifica).

#### **Cannabissary (Humphrey/Railroad)**

The applicant (and landowner) is Dr. Verna Schuetter. She owns five vacant parcels at the southwest corner of Humphrey Drive and Railroad Avenue. The proposal is for an approximate 2,500 square retail cannabis building with future Cannabis Business Zone expansion. This applicant applied to the first RFA earlier this year and modified the current application to address some of the concerns received through the initial RFA. Some of the modifications include more effort going into the pro-forma and development timeline, as well as bringing experienced people from the cannabis industry onto her team. The applicant does not have any existing cannabis licenses; however, she is a resident of Suisun City.

#### **Element 7 (300 Railroad Avenue)**

The applicant is the Element 7. The proposed location is at 300 Railroad Avenue (at the north east corner of Sunset Avenue and Railroad Avenue). The proposal is to initially operate from the existing building while ultimately constructing a new building on-site from their ultimate buildout. The location is somewhat isolated in that existing roadways and the railroad tracks separate the parcel from any other plot of land. According to their application, they have been issued cannabis permits in eight communities with operations in Walnut Creek, and South San Francisco opening by the end of this calendar year. Two members of the leadership team are existing Suisun City business owners.

#### **Eagle Eye Suisun (Sunset Shopping Center)**

The applicant is the Vallejo Holistic Health Center (VHHC). The proposed location is at 141 Sunset Avenue Suite G (location faces Merganser Drive). The proposal is to locate in an existing 2,400 square foot suite at the Sunset Shopping Center. The location was proposed by another applicant through the first round of RFA's. One of the identified issues with the location at that time was the apparent limitation in parking. To address this issue, the applicant and property owner have agreed to allow up to 30 parking spaces in the rear of the shopping center. They hold seven cannabis licenses throughout California including Vallejo, Napa, Cloverdale, and San Francisco. The applicant is not an existing Suisun City resident or business owner.

### **Selection of “Recommended Operator” Process and Next Steps**

According to Section 18.49.160(B) “Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions –Storefront Retailers/Dispensaries: Request for Applications (RFA) Process,” there are necessary steps in which the City must take in order to complete the RFA process. This includes a discussion before the entire City Council regarding a recommended operator(s).

Following the steps leading to the present (i.e. RFA period, application review, Ad Hoc interviews), the full City Council is now being asked to provide staff direction on one or more recommended operators. As stated previously, once a recommended operator(s) has been identified, staff will work with the operators and go through the entitlement process for a Commercial Cannabis Business Permit (CCBP). This will include public hearings before both the Planning Commission and City Council. Much like a conditional use permit, staff will distribute the application(s) to all city departments and work on developing a set of conditions of approval specific to the location. It is important to recognize that the CCBP is discretionary.

### **Ad Hoc Recommendation**

At the conclusion of the Ad Hoc meeting, the Ad Hoc agreed on a recommendation that the Element 7 (300 Railroad Avenue) location was the top application with the Cannabissary application as number two. The Element 7 application and subsequent presentation illustrated the location as one located at a major intersection and plan would include getting under operation quickly while permitting of the new construction was taking place. Additionally, the applicant team has a strong experience in Norther California including two locations beginning to operate by the end of this calendar year. Lastly, the location of the future facility has direct access to Railroad Avenue and is in close proximity to the City of Fairfield. If the City Council were to direct staff to work through two Commercial Cannabis Permits, the Ad Hoc would recommend that Cannabissary be the second. The application displays a great deal of thought not only in the short-term, but also in the ultimate buildout of the site. It also would develop vacant land and be operated by a Suisun City resident.

### **Document Redactions**

It should be noted that the packets do not include every document submitted by the applicants, and some documents have been redacted, as some documents (or parts thereof) are confidential. We used the California Public Records Act as a guide to determine which documents to withhold or redact, as follows:

- **Valid government-issued form of photo identification (i.e. driver’s licenses)**
  - Driver’s license information, including personal contact information such as home addresses, birthdays, telephone numbers, have been redacted pursuant to Gov. Code §§5254.1(b), 6255, and the state and federal constitutions, in order to protect the privacy of those individuals.
- **Live Scans reports**
  - Personal contact information from the Live Scan application has been redacted pursuant to Gov. Code §6255, and the state and federal constitutions, in order to protect the privacy of those individuals.

- **Site Plans prepared by licensed civil engineer or architect**
  - Architectural works are protected by federal copyright law (17 U.S.C. §§ 101, 102.). Official plans maintained by the City may be inspected, but cannot be copied without the City first requesting the written permission of the licensed or registered professional who signed the document and the original or current property owner (Health & Safety Code § 19851.).
- **Safety and Security Plans**
  - Records “to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation,” have been withheld pursuant to Gov. Code, § 6254 (f).
  - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
  - Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k) to the extent that they contain proprietary information.
- **Transportation Plans**
  - Records “to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation,” have been withheld pursuant to Gov. Code, § 6254 (f).
  - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
  - Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k) to the extent that they contain proprietary information.
- **Business Plan**
  - Records to the extent that they contain proprietary information and/or trade secrets pursuant Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k).
  - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
- **Operations Plan**
  - Records to the extent that they contain proprietary information and/or trade secrets pursuant Gov. Code, §6254.7(d), Civ. Code, §3426.1 et seq. and Evidence Code §1060 et seq., as incorporated through Gov. Code §6254(k).
  - Gov. Code §6255 based on a finding that the public interest of privacy and safety clearly outweighs the public interest serviced by the disclosure of the record.
- **Criminal History Check**
  - Records “to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation,” have been withheld pursuant to Gov. Code, § 6254 (f).
  - Gov. Code §6255 based on a finding that the public interest of privacy clearly outweighs the public interest serviced by the disclosure of the record.
- **Social security numbers (in certain documents)**
  - Social security numbers from records have been redacted. Gov't Code § 6254.29.



- **Utility Customer Information**

- Utility customer's name, credit history, utility usage data, home address, or telephone number are exempt from disclosure pursuant to Gov. Code § 6254.16.

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**CEQA ANALYSIS:** This discussion and direction item is not considered a project per state law. A CEQA analysis will need to be completed with the future processing of any CCBP.

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**RECOMMENDATION:** It is recommended that the City Council direct staff to work with a recommended operator(s) and begin processing a CCBP application.

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**ATTACHMENTS:**

1. Retail Storefront Applications (Redacted). – Due to the size of this attachment it is not included in the packet. However, it can be found online at <https://www.suisun.com/government/city-council/city-council/>; or in the City Clerk's Office.
2. PowerPoint Presentation.

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# Discussion and Direction: Cannabis Storefront Retailers

City Council  
November 17, 2020



## Background

- Initiation of Cannabis Discussion in Suisun City.
- Ordinance No. 750 – Cannabis Regulatory Program Creation.
- Resolution 2019-120 – Setting Cannabis Tax Rates in Suisun City.
- Ordinance No. 768 – Expanded Zoning.



# Request for Applications (RFA) Process

- RFA Period for Cannabis Retailer Open from July 15, 2020 – September 1, 2020.
- Four Applications submitted by close of RFA.
- Cannabis Ad Hoc held Interviews on September 22, 2020.



## Applications Received

160

- Railroad Clinica Center (southwest corner of Blossom and Railroad Avenue).
- Cannabissary (west side of Humphrey Drive and south of Railroad Avenue).
- Element 7 (300 Railroad Avenue).
- Eagle Eye Suisun – 141 Sunset Avenue.



- The applicants are Juan Garcia-Flores, Ana Garcia, and Jaime Corona (landowner).
- The proposed location is on a vacant parcel at the southwest corner of Blossom and Railroad Avenue (1348 Blossom Avenue).
- If granted the Commercial Cannabis Business Permit, they would undertake constructing a new building (3,000 square feet).
- The applicants have two existing cannabis licenses (Vallejo and Pacifica).
- This applicant applied to the first RFA earlier this year.
- Some of the modifications include updates to the pro-forma and the air quality plan.

## Railroad Clinica Center



## Cannabissary

- The applicant (and landowner) is Dr. Verna Schuetter.
- She owns five vacant parcels at the southwest corner of Humphrey Drive and Railroad Avenue.
- The proposal is for an approximate 2,500 square foot building with future expansion possible.
- This applicant applied to the first RFA.
- Some of the modifications include more effort going into the pro-forma and development timeline, as well as bringing experienced people from the cannabis industry onto her team.





## Element 7 (300 Railroad Ave.)

- The applicant is the Element 7.
- The proposed location is at 300 Railroad Avenue (at the north east corner of Sunset Avenue and Railroad Avenue).
- The proposal is to initially operate from the existing building while ultimately constructing a new building on-site from their ultimate buildout.
- According to their application, they have been issued cannabis permits in eight communities with operations in Walnut Creek, and South San Francisco opening by the end of this calendar year..



## Eagle Eye Suisun (141- G Sunset)

- The applicant is the Vallejo Holistic Health Center (VHHC).
- The proposed location is at 141 Sunset Avenue Suite G (location faces Merganser Drive).
- The location was proposed by another applicant through the first round of RFA's. One of the identified issues with the location at that time was the apparent limitation in parking. To address this issue, the applicant and property owner have agreed to allow up to 30 parking spaces in the rear of the shopping center.
- They hold seven cannabis licenses throughout California including Vallejo, Napa, Cloverdale, and San Francisco.



## Selection of Recommended Operator

- Section 18.49.160(B) "Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions –Storefront Retailers/Dispensaries: Request for Applications (RFA) Process."
- The full City Council is now being asked to provide staff direction on a recommended operator.
- Once a recommended operator(s) has been identified, staff will work with the operator(s) and go through the entitlement process for a Commercial Cannabis Business Permit (CCBP).
- The CCBP is a discretionary action.



## AdHoc Recommendation

- At the conclusion of the Ad Hoc meeting, the Ad Hoc agreed on a recommendation that the Element 7 (300 Railroad Avenue) location was the top application with the Cannabissary application as number two.
- The Element 7 application illustrated the location as one located at a major intersection and plan would include getting under operation quickly while permitting of the new construction was taking place.
- If the City Council were to direct staff to work through two Commercial Cannabis Permits, the Ad Hoc would recommend that Cannabissary be the second. The application displays a great deal of thought not only in the short-term, but also in the ultimate buildout of the site.



It is recommended that the City Council direct staff to work with a recommended operator(s) and begin processing a CCBP application.

Staff  
167  
Recommendation

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## AGENDA TRANSMITTAL

**MEETING DATE:** November 17, 2020

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**AGENDA ITEM:** Agency Adoption of Resolution No. SA2020 - \_\_: Authorizing the Executive Director to execute a Settlement Agreement between the Successor Agency and Developer Main Street West Partners LLC, and an 18-month extension to the Disposition And Development Agreement (DDA) between the Developer and Successor Agency, and directing the Executive Director to forward the executed Settlement Agreement and the DDA Extension to the Solano Consolidated Oversight Board for approval

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**FISCAL IMPACT:** Any sale of property, payment of fees, or other revenues from the Main Street West DDA will be distributed to the affected taxing entities. Assignment of the remaining parcels to successor developer so that they can be developed will support the economic development of the City.

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**STRATEGIC PLAN IMPACT:** Good Governance.

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### **BACKGROUND:**

#### MSW DDA

In mid-2005, Main Street West Partners, LLC was selected as the master developer of the Main Street West Project, which initially consisted of 13 former Redevelopment Agency-owned properties in the Waterfront District amounting to approximately 8.4 acres for development of residential, commercial, and mixed-use projects. A Disposition and Development Agreement (DDA) was executed in April 2006.

In July 2006, the Agency approved the First Amendment to the DDA, which added a 7.44-acre property (the former Crystal Middle School site) to the Project (Parcel 14). In September 2007, the Second Amendment to the DDA was approved, which updated the Schedule of Performance. In January 2009, the Third Amendment to the DDA was approved, which allowed the Redevelopment Agency to acquire property from MSW Partners, provide an advance of Developer Reinvestment funds in the form of a loan to Developer and amend the Schedule of Performance, and add Parcel 15.

In April 2016, the Fourth Amendment to the DDA was approved by the Department of Finance following a settlement in the case of *Main Street West Partners, LLC v. Successor Agency of the Redevelopment Agency of the City of Suisun City, et al.*, Sacramento Superior Court, Case No. 34-2014-00164737, between Developer and the Successor Agency of the Redevelopment Agency of the City of Suisun City. The Fourth Amendment provided for an updated Schedule of Performance, a reduced Developer Reinvestment fee per residential unit, a contingent Downtown Economic Development Impact Fee was added, successor developer provisions were added, and the loan limit was lowered and the repayment provisions were revised. Copies of the DDA and its amendments, as well as the DOF settlement agreement, are attached.

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**PREPARED BY:** Elena Q. Gerli, City Attorney's Office  
**APPROVED BY:** Greg Folsom, City Manager

Out of the 15 parcels that are the subject of the DDA, Parcels 1, 2, 6, and 12 have been developed and/or assigned, and Parcel 14 will be assigned by MSW to a successor developer no later than November 18, 2020. Parcel 14 will proceed in accordance with the DDA, separate from the Settlement Agreement.

Successor Agency and Developer each allege that the other has materially breached the DDA. Developer has threatened litigation against the Successor Agency to recoup its costs and lost profits, however, are agreeable to assign the DDA in conjunction with a settlement. The Parties have been engaged in good faith settlement negotiations. The Successor Agency's priority is to have the remaining parcels sold or assigned to successor developers so that development can go forward. Assignment of the remaining parcels to one or more successor developers so that they can be developed will support the economic development of the City. Developer's priority is to partially recoup a small part of its losses and to end their obligations under the DDA.

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**STAFF REPORT:**

MSW and successor agency have been engaged in good faith settlement negotiations and now proposed to settle any potential litigation on the following terms, subject to Oversight Board approval. The Oversight Board's authority flows from Section 34181(e) of the Health & Safety Code.

- (1) The Settlement Agreement will take effect only upon approval by the Solano Consolidated Oversight Board ("Oversight Board") and, as applicable, the California Department of Finance ("DOF"). The DOF has 5 days after Oversight Board action to provide notice of review, and in the event of review, the DOF has 40 days to take action (either approve or remand to the Oversight Board). If the DOF remands the agreement, it will be null and void and the Developer and Successor Agency can renegotiate in good faith based on Oversight Board direction.
- (2) Subject to approval by the Oversight Board, the loan to MSW to be forgiven, principal and interest.
- (3) The Developer Reinvestment fee will be waived.
- (4) Subject to approval by the Oversight Board, Successor Agency shall pay Developer a brokerage fee in the amount of \$200,000 (two hundred thousand dollars) for the sale and assignment of Parcels 3, 4, 5, 7, 8, 9, 10, 11, 13, and 15. Compensation shall be made on a pro rata basis upon sale and assignment of each of the Properties, but in no event no later than two (2) years following the Effective Date. If Successor Agency does not sell the Parcels within two years from the Effective Date, then Successor Agency shall advance the difference between amounts already received by Developer from the sale of the properties and \$200,000. Successor Agency shall be reimbursed for any advance made under this section from the sale and assignment of any parcel that occurs after the two-year deadline.



The parcels will be assigned by the Successor Agency to successor developers so that the development can proceed.

- (5) Currently, Successor Agency is holding two \$30,000 deposits in escrow with Placer Title, for each of Parcels 10 and 13. Upon execution of the Agreement, these deposits will be released back to MSW. MSW will release all architectural plans, drawings, CEQA studies, engineering drawings, and reports to the Successor Agency, for all properties except Parcel 14.
- (6) As approved by Successor Agency Resolution No. 2020-01, Successor Agency invoked the Force Majeure clause by submitting a letter to Developer on April 13, 2020, in accordance with Section 3.02(A) of part Two of the DDA (Force Majeure). Subject to approval by the Oversight Board, MSW and Successor Agency shall execute an extension for the DDA for a period of 18 months past the expiration date of April 29, 2021, through October 29, 2022.
- (7) All provisions and obligations of the parties under the DDA to terminate when the sale and assignment of all parcels is completed.
- (8) The Successor Agency will indemnify MSW against any claims or damages arising out of any action or inaction by the State of California or other governing body that may negatively affect the terms of this Agreement. Successor Agency shall have no indemnification obligations to the Indemnified Parties prior to the Effective Date. MSW's indemnification of Successor Agency for each Property under the DDA shall terminate only upon the successful sale and/or assignment of that Properties.

The legal consequences of approving this settlement agreement include a mutual release of all claims by all parties and each party bears its own attorneys' fees and costs. MSW and the Successor Agency will not be able to make any claims arising from the prior dispute involving the DDA against each other. However, either party can recover attorney fees as may be necessary for the enforcement of the Settlement Agreement. The City Attorney has reviewed the settlement agreement and found that these are standard settlement terms in this type of matter.

As a final point, it should be noted that irrespective of the outcome of Oversight Board or Finance review, the redevelopment dissolution statutes "do not lend themselves to an interpretation under which municipalities, although among the local agencies intended to benefit from dissolution of [redevelopment agencies], would have their liabilities expanded beyond the assets transferred to them when acting as successor agencies." *Macy v. City of Fontana* (2016) 244 Cal.App.4th 1421, 1423. In practical terms, this means that the City's General Fund is not likely to be adversely affected by the Settlement Agreement. However, the assets of the taxing entities may be impacted by a lawsuit — entering into the settlement eliminates this risk.

Thus, staff recommends adopting the attached resolution authorizing the Executive Director to execute the Settlement Agreement and forward the executed Settlement Agreement to the Solano County Oversight Board for approval; and directing Mayor Wilson, as a Member of the Oversight Board, to vote to approve the Settlement Agreement. The Oversight Board meets as needed dependent on submitted agenda items.

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**RECOMMENDATION:** It is recommended that:

1. Adopt Agency Resolution No. SA2020 - \_\_: Authorizing the Executive Director to execute a Settlement Agreement between the Successor Agency and Developer Main Street West Partners LLC, and an 18-month extension to the Disposition And Development Agreement (DDA) between the Developer and Successor Agency, directing the Executive Director to forward the executed Settlement Agreement and the DDA Extension to the Solano Consolidated Oversight Board for approval, directing Mayor Wilson to vote to approve the Settlement Agreement in her capacity as member of the Solano Consolidated Oversight Board.

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**ATTACHMENTS:**

1. Draft Settlement Agreement & General Release of All Claims between the Successor Agency and Main Street West Partners LLC.
2. Agency Resolution No. SA2020 - \_\_: A RESOLUTION OF THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND DEVELOPER MAIN STREET WEST PARTNERS LLC, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN 18-MONTH EXTENSION TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE DEVELOPER AND SUCCESSOR AGENCY, AND DIRECTING THE EXECUTIVE DIRECTOR TO FORWARD THE EXECUTED SETTLEMENT AGREEMENT AND DDA EXTENSION TO THE SOLANO CONSOLIDATED OVERSIGHT BOARD FOR APPROVAL, AND DIRECTING MAYOR WILSON, IN HER CAPACITY AS MEMBER OF THE SOLANO CONSOLIDATED OVERSIGHT BOARD, TO VOTE TO APPROVE THE SETTLEMENT AGREEMENT
3. Disposition and Development Agreement and First through Fourth Amendments.
4. DOF settlement agreement *Main Street West Partners, LLC v. Successor Agency of the Redevelopment Agency of the City of Suisun City, et al.*,

**SETTLEMENT AGREEMENT & GENERAL RELEASE OF ALL CLAIMS**

This SETTLEMENT AGREEMENT AND RELEASE (“**Agreement**”) is entered into by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY (“**Successor Agency**”), and MAIN STREET WEST PARTNERS, LLC, a limited liability company organized under the laws of the State of California (“**Developer**”). Successor Agency and Developer may be referred to, individually or collectively, as “**Party**” or “**Parties.**”

**RECITALS**

A. On April 17, 2006, the Redevelopment Agency of the City of Suisun City (“**RDA**”) and Developer entered into a Disposition and Development Agreement (“**DDA**”) regarding the following RDA-owned properties:

PROPERTY IDENTIFICATION		SITE SIZE	
PROPERTY ID	APN	ACRES	SF
Parcels 1 & 2	32-141-15	0.59	25,700
Parcel 3	32-142-30	0.17	7,459
Parcel 5 (701 Main)	32-130-01	0.10	4,425
Parcel 7	32-142-28	0.15	6,372
Parcel 8	32-142-25	0.10	4,300
Parcel 9	32-142-24	0.11	4,900
Parcel 4	32-130-06	0.05	2,131
Parcel 6	32-082-05	0.16	7,183
Parcel 10	32-042-30, 36, 44, 46, 48, 50, 52, 54, 56, 58, 60, 68	1.56	67,854
Parcel 11	32.061-39	0.16	7,150
Parcel 12	32-061-26 through 36	1.65	71,870
Parcel 13	32-091-17 through 20	3.49	151,862

The parcels were to be built out with single family homes, a residential development, mixed use structures (commercial, office, residential), and commercial structures. RDA required as a part of the DDA that commercial properties were to be improved first with residential properties to follow. RDA acknowledged that the Developer would have significantly increased costs related to development of the commercial properties and would have to wait for residential development to

recoup costs and losses on the commercial properties. In addition, RDA committed to providing certain public improvements, and Developer committed to payment of a Lighthouse Development Fee of \$1.0029/sq. ft., and a reinvestment by Developer of \$35,000 from each residential unit into the enhancement of certain commercial portions of the project (“**Developer Reinvestment**”).

B. On July 18, 2006, the DDA was amended (“**First Amendment**”) to add the former Crystal Middle School site, APN 32-152-18 (Parcel 14). Parcel 14 is 7.44 acres in size (324,086 square feet).

C. On September 18, 2007, the DDA was amended again (“**Second Amendment**”) primarily to update Developer’s schedule of performance.

D. On February 19, 2009, in response to changed conditions due to the Great Recession, the DDA was amended again (“**Third Amendment**”). The Third Amendment provided that the RDA would reacquire parcels 3, 5, 7, 8, and 9, as well as 711 and 713 Main Street (Parcel 15, APN 32-130-03 & 04; 3,049 sq. ft.) from Developer for \$717,257, Developer’s cost to acquire. Developer was to buy the properties back at a later date, in accordance with the updated schedule. To assist Developer in leasing space during the Great Recession, the RDA further agreed to loan Developer \$500,000, secured by a personal note, at a 6% interest rate (“**RDA Loan**”). Those funds were for rent abatement, tenant improvements and other benefits for tenants to encourage rental of commercial space. The Third Amendment also included a repayment schedule.

E. On April 29, 2016, the DDA was amended (“**Fourth Amendment**”) as follows: the Successor Agency entered into the Fourth Amendment as successor-in-interest to the RDA; an updated schedule of performance; the reinvestment fee of \$35,000 per residential unit was decreased to \$5,500 per unit; a contingent Downtown Economic Development Impact Fee was added (\$4,800 per single family home for the creation of a Downtown Economic Development Fund) in the event that utility connection credits of an equal amount were available to the Developer; successor developer provisions were added; the RDA loan limit was lowered to \$440,927.40 (from \$500,000); and the RDA loan repayment provisions were revised. The RDA’s commitment to construct certain public improvements was removed and Developer agreed to undertake such improvements.

F. Going forward, references to the DDA shall include the First through Fourth Amendments.

G. As of the date of this Agreement, Parcels 1, 2, 6, and 12 have been developed and/or assigned to a successor developer. All other parcels remain subject to the provisions of the DDA.

H. A dispute has arisen, and both Parties are alleging material breaches by the other Party.

I. Successor Agency and Developer each allege that the other has materially breached the DDA. Developer has threatened litigation against the Successor Agency to recoup its costs and lost profits, however, are agreeable to assign the DDA in conjunction with a settlement. The Parties have been engaged in good faith settlement negotiations. The Successor Agency’s priority is to have the remaining parcels sold or assigned to successor developers so that development can go forward. Assignment of the remaining parcels to one or more successor developers so that they can

be developed will support the economic development of the City. Developer's priority is to partially recoup a small part of its losses and to end their obligations under the DDA. The Parties therefore now wish to resolve the dispute and settle all potential litigation arising therefrom.

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, all Parties hereto agree as follows:

## AGREEMENT

### 1. Validity and Effective Date.

(a) Except for Section 8, below, this Agreement shall take effect only upon approval by the Solano Consolidated Oversight Board ("**Oversight Board**").

(b) In accordance with Section 34179(h) of the Health & Safety Code, the "**Effective Date**" shall be (5) five business days after submission to the Department of Finance ("**DOF**") by the Oversight Board of the approved Agreement, provided the DOF does not request a review of the Agreement within that period of time. The Effective Date shall be filled out once it is determined based on Oversight Board/DOF action, and shall be inserted herein below.

(c) In the event the DOF indicates it is reviewing the Agreement or returns the Agreement to the Oversight Board for further action, this Agreement shall be null and void and the Parties may, in good faith, renegotiate the terms of settlement pursuant to DOF/Oversight Board direction.

2. Dispute. Successor Agency and Developer each allege that the other has materially breached the DDA (the "**Dispute**") as follows:

(a) Successor Agency alleges that Developer has breached its contract obligations by failing to diligently pursue development of the remaining parcels, in accordance with the DDA's schedule of performance. The Successor Agency has considered filing suit for specific performance, or to compel Developer to sell the remaining parcels to successor developers. Assignment of the remaining parcels to one or more successor developers so that they can be developed will support the economic development of the City.

(b) Developer alleges that the Successor Agency breached its contract obligations by obstructing Developer and by unilaterally refusing to allow Parcel 13 to proceed as a residential development in violation of the DDA, thereby causing Developer to lose millions of dollars in anticipated revenues. Developer alleges the actions and inactions of the Successor Agency have created an intolerable situation and Developer is unable to finance their obligations under the DDA. Developer has asserted they are prepared to file suit against the Successor Agency to recoup their costs to date and significant lost profits.

### 3. Applicable Parcels.

(a) The Parties acknowledge that the following parcels are currently subject to the provisions of the DDA. The properties may be referred to individually as "**Parcel**" and

collectively as “**Properties.**” Parcels 1, 2, 6, and 12 have been developed and/or assigned and are, therefore, not subject to the DDA or to this Agreement. The provisions of this Agreement shall apply to all the Properties.

(b) Notwithstanding anything to the contrary in this Agreement, assignment and sale of Parcel 14 to a “**Qualified Successor Developer,**” as defined in Part One, Section 6.04 of the DDA, shall proceed except as set forth herein. In the event that the currently identified Qualified Successor Developer does not complete the purchase transaction, Developer is entitled to all rights available under the DDA regarding Parcel 14, including but not limited to the right of sale/assignment of Parcel 14 to another Qualified Successor Developer, or directly acquiring Parcel 14. Pursuant to the DDA and further documentation between Successor Agency and Developer, Fair Market Value for Parcel 14 has been determined on the basis of that certain appraisal from Garland & Associates dated August 16, 2016.

4. RDA Loan: Subject to approval by the Oversight Board, the RDA Loan shall be deemed paid in full, including all principal and past interest owed. This RDA Loan shall not be assigned to any successor developer. The original note shall be returned to counsel for the developer marked “Paid in Full” or “Void” within 5 (five) days of the Effective Date.

5. Developer Reinvestment. The Developer Reinvestment fee shall be waived in its entirety, and shall not be assigned to any successor developer.

6. Economic Impact Fee/Lighthouse Dev. Fee. The Parties agree that pursuant to the Fourth Amendment to the Development Agreement (a) the Downtown Economic Impact Fee of \$4,800 per unit with respect to the Property and (b) the Lighthouse Development Fee of \$1.0029 per square foot of land area will be assigned to a Qualified Successor Developer.

7. Disposition Fee: Subject to approval by the Oversight Board, Successor Agency shall pay Developer a disposition fee in the amount of \$200,000 (two hundred thousand dollars) for the sale and assignment of Parcels 3, 4, 5, 7, 8, 9, 10, 11, 13, and 15. Compensation shall be made on a *pro rata* basis upon sale and assignment of each of the Properties, but in no event later than two (2) years following the Effective Date. If Successor Agency does not sell the Parcels within two years from the Effective Date, then Successor Agency shall advance the difference between amounts already received by Developer from the sale of the properties and \$200,000. Successor Agency shall be reimbursed for any advance made under this section from the sale and assignment of any Parcel that occurs after the two-year deadline, provided that Developer shall have no obligation to Successor Agency hereunder.

8. Escrow Deposits; Plans and Studies. Upon execution of the Agreement, and without the necessity of any approvals, Successor Agency shall, within 5 (five) days of the date the Agreement is fully executed, release back to Developer the \$30,000 per parcel escrow deposits made by Developer for the purchase of Parcel 10 and Parcel 13, currently on deposit with Placer Title Co. Upon execution of the Agreement, Developer shall provide copies of all architectural plans, drawings, CEQA studies, engineering drawings, and reports to the Successor Agency, for all Properties except Parcel 14. Alternatively, the parties may enter into a separate letter agreement through their attorneys to achieve this result in advance of execution of the Agreement.

9. DDA Extension. Subject to approval by the Oversight Board in accordance with Section 3.02(A) of part Two of the DDA (Force Majeure), Developer and Successor Agency shall execute an extension for the DDA for a period of 18 months past the expiration date of April 29, 2021, through October 29, 2022. Successor Agency invoked the Force Majeure clause by submitting a letter to Developer on April 13, 2020.

10. Parties' Obligations Under the DDA. All rights, duties, and obligations of the Parties to each other under the DDA shall terminate upon the Effective Date, with the exception of Parcel 14 only and all duties and obligations regarding Parcel 14 shall terminate upon transfer of Parcel 14 by Developer. Nothing herein shall impact the ability of the Successor Agency to assign the remaining Properties until the termination of the DDA pursuant to Section 9, above.

11. Indemnification.

(a) Developer Indemnity. Successor Agency agrees to indemnify, defend and hold harmless Developer, its managers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, attorney's fees and costs, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out any action (or inaction, such as failure to approve an amendment to the DDA reflecting the terms of this Agreement) by the State of California or other governing body that concerns the DDA. The indemnity obligation shall be binding on successors and assigns of Successor Agency and shall survive termination of this Agreement. Successor Agency shall have no indemnification obligations to the Indemnified Parties prior to the Effective Date.

(b) Successor Agency Indemnity under the DDA. Developer's indemnification of Successor Agency for each Property under the DDA shall terminate upon the Effective Date, with the exception of Parcel 14 only and all duties and obligations regarding Parcel 14 shall terminate upon transfer of Parcel 14 by Developer.

12. Release.

(a) General Release. For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to release and forever discharge the the other Party, including the City of Suisun City, and their elected or appointed public officials, officers, employees and agents, and their managers and owners or partners, including their respective attorneys, subsidiaries, divisions or affiliated corporations or organizations, agents, successors or assigns, predecessors, whether previously or hereafter affiliated in any manner, and all persons acting by, through, under or in concert with them, or any of them (collectively, "Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, past, present and future (collectively, "Claims"), by reason of any act, omission, matter, cause, or thing whatsoever from the beginning of time to the date hereof including, without limiting the generality of the foregoing, any Claims constituting, arising out of, based upon, or

relating to the Dispute or the DDA. Notwithstanding the foregoing, the specific rights of the Parties under this Agreement and as set forth herein shall survive and be enforceable.

(b) Discovery of Different or Additional Facts. The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to any Claims that are the subject of the Release set forth herein, and expressly agree to assume the risk of the possible discovery of additional or different facts, and the Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

(c) Release of Unknown Claims. The Release set forth herein is a release of all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims which either Party has or may have against the other Party, except for any claims which may arise from the terms of this Agreement.

(d) Waiver of Civil Code Section 1542. Further, the Parties expressly agrees to waive and relinquish all rights and benefits it may have against the the other Party herein based on Section 1542 of the Civil Code of the State of California. That section reads as follows:

§1542. [General release; extent]

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

(e) No Other Pending Actions. Developer represents that it has not filed any complaints or charges against the Successor Agency with any local, state or federal Successor Agency or court; and that if any such Successor Agency or court assumes jurisdiction of any complaint or charge against the Successor Agency on behalf of Developer, whenever filed, Developer will request such Successor Agency or court to withdraw and dismiss the matter forthwith.

(f) Non-Admission of Liability. The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by either Party.

(g) No Assignment of Claims. The Parties each warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

**13. Further Assurance.** The Parties covenant that they will do whatever is reasonably necessary help perfect the title on any Parcel should the need arise to effect this Agreement in a



timely fashion. This could involve executing additional legal documents or correcting mistakes found in previous documents.

14. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

15. Authority. Each of the signatories below represent that he/she has the authority to execute this Agreement.

16. Knowing and Voluntary. This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement.

17. Assistance of Counsel. The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

19. Singular and Plural. Whenever required by the context, as used in this Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

20. Enforcement Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs, all expert witness or consultant fees and costs, all Alternative Dispute Resolution fees and costs, in addition to any other relief to which that party may be entitled.

21. Injunctive Relief for Breach. The Parties acknowledge and agree that any material violation of this Agreement is likely to result in immediate and irreparable harm for which monetary damages are likely to be inadequate. Accordingly, the Parties consent to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by any other party in order to protect the rights of the Parties under this Agreement. Such relief shall be in addition to any other relief to which the Parties may be entitled at law or in equity.

22. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

23. Headings. Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement.

24. Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

25. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

26. Governing Law. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.

27. Entire Agreement. This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

28. Modifications. Any alteration, change, or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, consisting of a total of 9 pages, and agree to all of the above terms and conditions, as of the Effective Date set forth below.

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY OF SUISUN CITY

By: \_\_\_\_\_  
Successor Agency Executive Director

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Successor Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Successor Agency Counsel

MAIN STREET WEST PARTNERS, LLC, a  
California limited liability company

By: \_\_\_\_\_  
Michael E. Rice, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Frank J. Marinello, Vice President

Date: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

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**RESOLUTION NO. SA 2020-**

**A RESOLUTION OF THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND DEVELOPER MAIN STREET WEST PARTNERS LLC, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN 18-MONTH EXTENSION TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE DEVELOPER AND SUCCESSOR AGENCY, AND DIRECTING THE EXECUTIVE DIRECTOR TO FORWARD THE EXECUTED SETTLEMENT AGREEMENT AND DDA EXTENSION TO THE SOLANO CONSOLIDATED OVERSIGHT BOARD FOR APPROVAL, AND DIRECTING MAYOR WILSON, IN HER CAPACITY AS MEMBER OF THE SOLANO CONSOLIDATED OVERSIGHT BOARD, TO VOTE TO APPROVE THE SETTLEMENT AGREEMENT**

**WHEREAS**, On April 17, 2006, the Redevelopment Agency of the City of Suisun City (“RDA”) and Main Street West Partners LLC (“Developer“) entered into a Disposition and Development Agreement (“DDA”) regarding the following RDA-owned properties:

PROPERTY IDENTIFICATION		SITE SIZE	
Developer PROPERTY ID	APN	ACRES	SF
Parcels 1 & 2	32-141-15	0.59	25,700
Parcel 3	32-142-30	0.17	7,459
Parcel 5 (701 Main)	32-130-01	0.10	4,425
Parcel 7	32-142-28	0.15	6,372
Parcel 8	32-142-25	0.10	4,300
Parcel 9	32-142-24	0.11	4,900
Parcel 4	32-130-06	0.05	2,131
Parcel 6	32-082-05	0.16	7,183
Parcel 10	32-042-30, 36, 44, 46, 48, 50, 52, 54, 56, 58, 60, 68	1.56	67,854
Parcel 11	32.061-39	0.16	7,150
Parcel 12	32-061-26 through 36	1.65	71,870

Parcel 13	32-091-17 through 20	3.49	151,862
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1  
2 WHEREAS, the parcels were to be built out with single family homes, a residential  
3 development, mixed use structures (commercial, office, residential), and commercial  
4 structures. RDA required as a part of the DDA that commercial properties were to be  
5 improved first with residential properties to follow. In addition, RDA committed to providing  
6 certain public improvements, and Developer committed to payment of a Lighthouse  
7 Development Fee per parcel, and a Developer Reinvestment fee from each residential unit  
8 into the enhancement of certain commercial portions of the project.

9  
10 WHEREAS, on July 18, 2006, the DDA was amended (“First Amendment”) to add  
11 the former Crystal Middle School site, APN 32-152-18 (Parcel 14). Parcel 14 is 7.44 acres in  
12 size (324,086 square feet).

13 WHEREAS, on September 18, 2007, the DDA was amended (“Second Amendment”)  
14 to update Developer’s schedule of performance.

15 WHEREAS, on February 19, 2009, in response to changed conditions due to the Great  
16 Recession, the DDA was amended again (“Third Amendment”). The Third Amendment  
17 provided that the RDA would acquire parcels 3, 5, 7, 8, and 9, as well as 711 and 713 Main  
18 Street (Parcel 15, APN 32-130-03 & 04; 3,049 sq. ft.) from Developer for \$717,257.  
19 Developer’s cost to acquire. Developer was to buy the properties back at a later date, in  
20 accordance with the updated performance schedule. To assist Developer in leasing space  
21 during the Great Recession, the RDA further agreed to loan Developer \$500,000, secured by a  
22 personal note, at a 6% interest rate (“RDA Loan”). Those funds were for rent abatement,  
23 tenant improvements and other benefits for tenants to encourage rental of commercial space.  
24 The Third Amendment also included a repayment schedule. The Third Amendment also  
25 included a repayment schedule.

26 WHEREAS, on April 29, 2016, the DDA was amended (“Fourth Amendment”)  
27 following settlement approved by the Department of Finance in the case of *Main Street West*  
28 *Partners, LLC v. Successor Agency of the Redevelopment Agency of the City of Suisun City, et*

1 al., Sacramento Superior Court, Case No. 34-2014-00164737as follows: the Successor  
2 Agency to the Redevelopment Agency of the City of Suisun City (“Successor Agency”)  
3 entered into the Fourth Amendment as successor-in-interest to the RDA; an updated schedule  
4 of performance; the Developer Reinvestment fee per residential unit was renegotiated; a  
5 contingent Downtown Economic Development Impact Fee was added in the event that utility  
6 connection credits of an equal amount were available to the Developer; successor developer  
7 provisions were added; the RDA Loan limit was lowered; and the RDA Loan repayment  
8 provisions were revised. The RDA’s commitment to construct certain public improvements  
9 was removed and Developer agreed to undertake such improvements.

10 WHEREAS, Parcels 1, 2, 6, and 12 have been developed and/or assigned to a  
11 successor developer. All other parcels remain subject to the provisions of the DDA.

12 WHEREAS, Successor Agency and Developer each allege that the other has  
13 materially breached the DDA (the “Dispute”). Developer has threatened litigation against the  
14 Successor Agency to recoup its costs and lost profits, however, are agreeable to assign the  
15 DDA in conjunction with a settlement. The Parties have been engaged in good faith  
16 settlement negotiations. The Successor Agency’s priority is to have the remaining parcels sold  
17 or assigned to successor developers so that development can go forward. Assignment of the  
18 remaining parcels to one or more successor developers so that they can be developed will  
19 support the economic development of the City. Developer’s priority is to partially recoup a  
20 small part of its losses and to end their obligations under the DDA.

21  
22 WHEREAS, Developer and Successor Agency have been engaged in good faith  
23 settlement negotiations, and now wish to resolve the Dispute and settle all potential litigation  
24 arising therefrom in accordance with the terms and conditions articulated in the Settlement  
25 Agreement and General Release of All Claims (“Settlement Agreement”) attached hereto.  
26 Assignment of the remaining parcels to successor developer so that they can be developed  
27 will support the economic development of the City.

1           WHEREAS, on April 13, 2020, Successor Agency sent a letter to Developer, invoking  
2 Force Majeure in accordance with Section 3.02(A) of part Two of the DDA. Developer and  
3 Successor Agency now wish to extend the DDA at the current terms and conditions in order  
4 to have sufficient time to implement the provisions of the Settlement Agreement.

5           WHEREAS, the Successor Agency Board wishes for Mayor Wilson, the City of  
6 Suisun City’s representative on the Solano Consolidated Oversight Board, to vote to approve  
7 the Settlement Agreement when it comes before the Oversight Board for consideration.

8           **NOW, THEREFORE, THE CITY COUNCIL ACTING AS SUCCESSOR**  
9 **AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**  
10 **DOES RESOLVE AS FOLLOWS:**

11           Section 1.       The above recitals are true and correct, and are incorporated herein by  
12 reference.  
13

14           Section 2.       The Settlement Agreement in substantially the form attached hereto as  
15 Attachment “A” is hereby approved. The Executive Director of the Successor Agency is  
16 hereby authorized on behalf of the Successor Agency to execute the Settlement Agreement,  
17 subject to necessary approvals from the Solano Consolidated Oversight Board, and to make  
18 revisions to the Settlement Agreement that do not materially or substantially increase the  
19 Agency’s obligations thereunder, to sign all documents, to make all approvals and take all  
20 actions necessary or appropriate to carry out and implement the Settlement Agreement.

21           Section 3.       In accordance with Section 3.02(A) of part Two of the DDA (Force  
22 Majeure), and subject to the approval of the Solano Consolidated Oversight Board, the  
23 Executive Director of the Successor Agency is hereby authorized on behalf of the Successor  
24 Agency to execute an extension to the DDA, subject to all current terms and conditions, for a  
25 period of 18 months past the expiration date of April 29, 2021, through October 29, 2022. As  
26 approved by Successor Agency Board Resolution 2020-01, Successor Agency sent a letter to  
27 Developer on April 13, 2020 letter to Developer invoking the Force Majeure clause.  
28



1           Section 4.       Mayor Lori Wilson, as Member of the Solano Consolidated Oversight  
2 Board, to vote to approve the Settlement Agreement when it comes before the Board for  
3 consideration.

4                                       [CONTINUED ON NEXT PAGE]  
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**PASSED AND ADOPTED** at a regular meeting of the City Council Acting as  
Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on  
Tuesday, the 17<sup>th</sup> day of November 2020, by the following vote:

<b>AYES:</b>	Boardmembers:	_____
<b>NOES:</b>	Boardmembers:	_____
<b>ABSENT:</b>	Boardmembers:	_____
<b>ABSTAIN:</b>	Boardmembers:	_____

**WITNESS** my hand and the seal of said City this 17<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy Secretary

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**ATTACHMENT "A"**  
**SETTLEMENT AGREEMENT & GENERAL RELEASE OF ALL CLAIMS**

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**DISPOSITION AND DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**REDEVELOPMENT AGENCY OF THE**

**CITY OF SUISUN CITY**

**AND**

**MAIN STREET WEST PARTNERS, LLC**

**DATED: APRIL 17, 2006**

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- EXHIBIT C – Schedule of Performance
- EXHIBIT D – Project Description/Scope of Development
- EXHIBIT E – Form of Grant Deed
- EXHIBIT F – Form of Certificate of Completion
- EXHIBIT G – Appraisals
- EXHIBIT H – Description of the Public Improvements
- EXHIBIT I – Description of the Improvements

**DISPOSITION AND DEVELOPMENT AGREEMENT**  
**MAIN STREET WEST PROJECT**

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "**Agreement**") is made on or as of this 17<sup>th</sup> day of April 2006 (the "**Effective Date**"), by and between the Redevelopment Agency of the City of Suisun City, California, a public body, corporate and politic (hereinafter "**Agency**") and Main Street West Partners, LLC (the "**Developer**") (collectively the "**Parties**").

**WITNESSETH:**

1. Pursuant to its authority granted under California law, the Agency has the responsibility to carry out the City of Suisun City Redevelopment Plan, which was approved by the City Council of the City of Suisun City with its adoption of Ordinance No. 462 on July 13, 1982, and amended and restated by Ordinance 572 on July 18, 1989. Said redevelopment plan as described and as thereafter from time to time amended is referred to herein as the "**Redevelopment Plan**" and is incorporated into this Agreement by reference.

2. This Agreement and the attachments hereto are to implement the Redevelopment Plan for the Suisun City Redevelopment Agency (the "**Project Area**") by providing for the development of commercial, residential, and retail product (the "**Project**") on property, more particularly described on Exhibit A (attached hereto and incorporated herein by this reference) located in an area governed by the Redevelopment Plan, hereinafter referred to as the "**Property**." The Property as described in Exhibit A is the real property shown on the Site Plan attached hereto as Exhibit B.

3. The Developer proposes to purchase the parcels comprising the Property and construct the Improvements (as hereinafter defined) thereon in accordance with the Schedule of Performance attached hereto as Exhibit C.

4. The purposes of this Agreement are to provide a mechanism whereby the Developer shall acquire, own, and develop the Project in accordance with this Agreement and to effectuate the provisions of the Redevelopment Plan. The development of the Project contemplated by this Agreement is consistent with the Redevelopment Plan, the Implementation Plan of the Agency, and the City of Suisun City General Plan.

5. Both Agency and Developer agree that the assembly and development of all of the parcels comprising the Property by Developer will facilitate the development of additional parcels within the Project Area and each acknowledge that; (i) Agency's willingness to enter into this Agreement; and (ii) Developer's ability to obtain necessary approvals and permits for and to construct and sell the residential units contemplated in this Agreement, would not have been possible absent Developer's commitment to allocate a portion of the proceeds from the sales of residential units to fund lease-up and acquisition costs of the commercial project and rent and tenant improvement concessions designed to attract quality commercial tenants.

6. It is the intent of the Agency to leverage and reinvest funds received by the Agency from the Project to further redevelopment activities, both public and private, on the west side of Main Street.

7. To the extent the Agency and Developer enter into an agreement with respect to the disposition and/or development of the old Crystal Middle School site, the Developer agrees to provide for the reinvestment of not less than thirty five thousand dollars (\$35,000.00) from each for-sale residential units constructed on said site for reinvestment with terms substantially similar to the terms set forth in Section 4.14, Part One of this Agreement.

8. There is no land subsidy, no fee waiver and no other material consideration being paid to or granted by Agency to Developer in connection with the acquisition of the Property or the development and construction of the Project by the Developer. The Developer is paying the full, appraised, fair market value of the underlying Property, which is the subject of this Agreement, and Developer plans to construct thereon, with no public subsidies, buildings and improvements for private commercial use.

9. The Agency has concluded that the Developer has the necessary expertise, skill and ability to carry out the commitments herein contained. This Agreement is in the best interests of the Agency, and it will materially contribute to the Redevelopment Plan.

#### **AGREED:**

#### **DEFINITIONS:**

As used in this Agreement, the following terms shall have the following meanings:

The term "**Acquisition Financing Plan**" shall mean each of Developer's plans for financing acquisition of the Property to be submitted to, and approved by, the Agency in accordance with the Schedule of Performance including all costs of acquiring specific properties in accordance with said schedule, the sources of necessary funds to pay, when due, and evidence that such funds have been firmly committed by Developer, equity investors, or lending institutions for completion of the Project.

The term "**Agency**" shall mean the Redevelopment Agency of the City of Suisun City, a public body, corporate and politic, having its offices at Suisun City, California, 94585. The term "Agency" as used herein also includes any assignee of, or successor to, the rights, powers, and responsibilities of the Agency.

The term "**BCDC**" shall mean the San Francisco Bay Conservation and Development Commission, a public agency of the State of California.

The term "**CEQA**" means the California Environmental Quality Act, Sections 21000 et seq. of the Public Resources Code and the CEQA Guidelines set forth at 14 California Code of Regulations Sections 15000 et seq.

The term "**Construction Financing Plan**" shall mean each of Developer's cost breakdowns to be submitted to, and approved by, the Agency in accordance with the Schedule of Performance by major cost category and a cash flow projection for the construction of that portion of the Project to be constructed on the applicable parcels comprising the Property and for "take out" of any financing obtained in connection with acquisition of the Property or payment of acquisition costs and the sources of necessary funds to pay, when due, the costs indicated in the cash flow projection and evidence that the funds necessary to finance those costs have been firmly committed by Developer, equity investors or lending institutions, subject to such conditions as are commercially reasonable under the circumstances.

The term "**Construction Plans**" shall mean collectively all of the construction documents upon which the Developer and the Developer's several contractors shall rely in building each component of the Project, including, but not necessarily limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings") and a time schedule for construction.

The term "**Developer**" shall mean Main Street West Partners, LLC, a limited liability Company, having its offices at 710 Kellogg Street, Suisun, California, 94585.

The term "**Escrow Account**" shall mean an escrow account opened for the purpose of completing the purchase and sale of the Property to the Developer.

The term "**Final Development Plan**" shall mean each description of the numerous components of the Project submitted to, and approved by, the Agency by the Developer in accordance with the Schedule of Performance in substantially the form set forth on Exhibit D which set forth drawings of elevations and site plans showing size and location of buildings, the number and location of parking spaces, the specific treatment and location of all landscaping amenities, the location of all pedestrian and automobile ingress and egress points, the proposed uses of the building and the location of other public streets and improvements.

The term "**Improvements**" shall mean the development and construction of the components of the Project as summarized on Exhibit I on the Property (excepting therefrom the development and construction of the Public Improvements which shall be paid for by the Agency pursuant to section 4.02 of Part One of this Agreement) required by this Agreement, state law, City ordinances and the Redevelopment Plan, all funded by the Developer as set forth in Part One, Article 4, Section 4.01 of this Agreement.

The term "**Project**" shall mean the acquisition of the Property by the Developer and the development of the Property as described in the Project Description and each final Development Plan and in accordance with the Schedule of Performance. The Project will be constructed and developed in accordance with this Agreement and the Schedule of Performance. Other related improvements include landscaping, parking, and related on-site and off-site improvements set forth in each Final Development Plan, following approval

of each of the said plans by the Agency, and the issuance of building plans and permits, in accordance with all applicable laws.

The term "**Project Description**" shall mean the description of the Project set forth in Exhibit D to this Agreement.

The term "**Property or Properties**" shall mean a component of, or all of approximately 8.4 acres of real property, located within the City of Suisun City, upon which the Project shall be developed. The following table sets forth the properties subject to this Agreement:

PROPERTY IDENTIFICATION		SITE SIZE	
MSW PROPERTY ID	ASSESSORS PARCEL #	ACRES	SF
Parcel 1	32-141-10	0.26	11,443
Parcel 2	32-141-09	0.22	9,443
Parcel 3	32-142-30	0.17	7,459
Parcel 5	32-130-01	0.10	4,425
Parcel 7	32-142-28	0.15	6,372
Parcel 8	32-142-25	0.10	4,300
Parcel 9	32-142-24	0.11	4,900
Parcel 4	32-130-06	0.05	2,131
Parcel 6	32-082-05	0.16	7,183
Parcel 10	32-042-30,36,44 through 61, and 68	1.56	67,854
Parcel 11	32-061-39	0.16	7,150
Parcels 12 & 13	32-061-26 through 36 and 32-091-17 through 20	5.35	233,059

The term "**Public Improvements**" shall mean those improvements described on Exhibit H attached to this Agreement to be paid for by the Agency and installed and constructed by the Agency or, at the option of the Agency by Developer in accordance with the provisions of Section 4.02 of Part One of this Agreement

The term "**Redevelopment Plan**" shall mean the Redevelopment Plan of the City of Suisun City, which was approved by the City Council of the City of Suisun City by its adoption of Ordinance No. 462 on July 13, 1982; and amended and restated on July 18, 1989 by Ordinance 572.

The term "**Schedule of Performance**" shall mean that certain timeline for development of the Project attached hereto as Exhibit C.

The term "**Site Plan**" shall mean that depiction or layout for each parcel comprising the Property of the portion of the Project that shall be constructed attached hereto as Exhibit B.

## PART ONE: PROJECT

### ARTICLE ONE DEVELOPER'S PRE-DISPOSITION REQUIREMENTS

#### 1.01 Conditions Precedent.

As a condition precedent to the Agency's obligation to convey the Property to Developer for Developer's commencement of construction of the Project, and as a condition precedent to Developer's obligation to purchase the Property, the conditions set forth in this Article One must first be met within the times set forth therefore in the Schedule of Performance, unless such time limit is extended by the Agency at the discretion of its Executive Director.

#### 1.02 Developer Acquisition of Property.

The Property in its entirety consists of approximately 8.4 acres of real property and currently consists of the 13 parcels (some of which are comprised of several smaller parcels) as set forth on Exhibit A attached hereto. Notwithstanding anything in this Agreement to the contrary, (a) Developer shall have no obligation to acquire that portion of the Property identified as parcel 11 if, prior to the close of escrow for the purchase of said parcel as set forth in the Schedule of Performance, appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to parcel 11 on terms acceptable to Developer in its good faith discretion and Developer has, not less than 90 days prior to the date set forth in the Schedule of Performance for the close of escrow for acquisition of said parcel, notified the Agency in writing of its decision to not acquire parcel 11; and (b) Developer shall not acquire or develop parcel 12 until the earlier of the date that (1) the Agency and Developer agree in writing to another hotel site in Project Area or (2) Developer notified the Agency in writing of its intention to develop a hotel on parcel 12 or (3) is two (2) years after the Effective Date.

Developer shall acquire the Property in accordance with the Schedule of Performance attached hereto as Exhibit C, for the development and construction of the Project.

Approximately 6,000 square feet of the land comprising the Property is currently owned by the California State Department of Water Resources. Agency shall use its best efforts to acquire such portions of the Property within the time set forth in the Schedule of Performance for conveyance of said portions of the Property to the Developer.

#### 1.03 Final Development Plan.

A. Within the timeframes set forth within the Schedule of Performance, Developer shall submit to the Agency separate Final Development Plans required for development of the Project. Each Final Development Plan shall be consistent with the Redevelopment Plan and the Project Description as attached hereto and incorporated as Exhibits D herein by this reference, and in drawings of elevations and site plans showing

size and location of buildings, the number and location of parking spaces, the specific treatment and location of all landscaping amenities, the location of all pedestrian and automobile ingress and egress points, the proposed uses of the various portions of the buildings, and the location of other public streets and improvements.

B. Upon approval, each Final Development Plan shall be incorporated into this Agreement as a part of Exhibit D.

C. Any subsequent material change, modification, revision or alteration of any approved Final Development Plan shall be submitted for approval by the Agency; and if such change, modifications, revisions or alterations are not approved, the approved Final Development Plan shall continue to control. Any proposed material change, modification, revision or alteration shall be approved or disapproved by the Agency within twenty (20) days of submittal. If the Agency refuses or fails to approve or disapprove the revision, modification or alteration to the Final Development Plan within said twenty (20) business day period, the Agency shall, within thirty (30) days after receipt of such submittal, provide the Developer with a written statement of the reasons the Agency refused or failed to approve such submittal. The statement from the Agency shall also contain the Agency's opinion of the action the Developer must take to obtain the Agency's approval. If the Agency fails to provide the Developer with the written statement described above, the submittal shall be deemed approved. In accordance with Part Two, Section 3.23 of this Agreement, the Executive Director of the Agency may approve minor changes, modifications, revisions or alterations to the Final Development Plan.

For the purpose of this Section 1.03, a material changes modification, revision or alteration to a Final Development Plan shall mean any increase or decrease of ten percent (10%) or greater in (a) the density approved; or (b) stories; or (c) size (measured by square feet); or (d) floor area ratio (FAR) to the approved project component.

#### 1.04 Construction Plans.

Within the timeframes set forth in the Performance Schedule, Developer shall submit to the Agency its Construction Plans for development of the Project. Construction Plans shall be based upon the related approved Final Development Plan and shall not materially deviate therefrom without the express written consent of the Agency. The Executive Director of the Agency, or her designee, may approve minor changes, modifications, revisions or alterations to the Construction Plans.

For the purposes of this Section, a material change or deviation in the Construction Plans shall mean any increase or decrease of ten percent (10%) or greater in the number of square feet of the Project.

#### 1.05 Acquisition Financing Plans and Construction Financing Plans.

A. Within the timeframes set forth within the Schedule of Performance, Developer shall submit the Acquisition Financing Plan to the Agency.

B. Unless included as part of the Acquisition Financing Plan, at the time Developer is required to submit the Construction Plans to the Agency pursuant to Section 1.04 of this Part, Developer shall submit to the Agency the Construction Financing Plan within the timeframes set forth within the Schedule of Performance.

C. Sources of funds disclosed in either the Acquisition Financing Plan or the Construction Financing Plan may include additional equity investments and/or loans provided such funding is from reasonable financial or lending institutions, including pension funds and syndicating entities and individuals. A financial or lending institution shall be deemed reasonable if it is a bank, savings and loan institution, pension fund or Insurance Company licensed to do business in California. The Agency shall cooperate with Developer in providing information to prospective lenders and equity investors.

D. Upon receipt by the Agency of each proposed Acquisition Financing Plan and Construction Financing Plan for the Project, the Agency shall promptly review it and shall approve it within fifteen (15) business days after submission if it conforms to the provisions of this Part. If the Agency refuses or fails to approve or disapprove any Acquisition Financing Plan and/or the Construction Financing Plan for any portion of the Project within said fifteen (15) business day period, the Agency shall, within fifteen (15) business days after receipt of any such submittal, provide the Developer with a written statement of the reasons the Agency refused or failed to approve such submittal. The statement from the Agency shall also contain the Agency's opinion of the action the Developer must take to obtain the Agency's approval. If the Agency fails to provide the Developer with the written statement described above, the submitted plans shall be deemed approved.

The Agency's review of the Acquisition Financing Plans or Construction Financing Plans shall be limited to determining if the contemplated financing will reasonably be available and will provide sufficient funds for the development and construction of the Project. Developer shall thereafter resubmit a revised Acquisition Financing Plan or Construction Financing Plan, as the case may be, to the Agency for its approval within thirty (30) days of the Agency's notification of disapproval. The Agency shall either approve or disapprove said revised plan within fifteen (15) business days of re-submittal by Developer

E. Any material change, modification, revision or alteration of the approved Acquisition Financing Plan or Construction Financing Plan must be first submitted to and approved by the Agency for conformity to the provisions of this Agreement. If not so approved, the approved plan shall continue to control. The Agency's review of such material change, modification, revision or alteration of the approved Acquisition Financing Plan or Construction Financing Plan shall be limited to determining if the contemplated financing will reasonably be available and will provide sufficient funds for the purposes required to be included in the plan. For the purpose of this Section 1.05, a material change shall include, but is not limited to, a change in lender or equity provider, or a substantial increase or decrease in the amount of debt or equity contemplated for the Project; provided that a change in equity provider shall not constitute a material change so long as the operating agreement for the limited liability company includes a provision prohibiting the removal of Main Street West Partners, LLC, Frank J. Marinello or Michael E. Rice as the manager of the limited liability company without the written consent of the Agency.



1.06 City of Suisun City's Approval.

Following the approval of each set of Final Development Plans, the Developer shall diligently pursue and obtain all permits necessary for the construction of the Project pursuant to the Schedule of Performance regarding land-use entitlements. Developer acknowledges that execution of this Agreement by the Agency does not constitute approval by the Planning Commission, does not limit in any manner the discretion of the Agency and/or the City in the approval process, pursuant to the Schedule of Performance, and does not relieve Developer from the obligation to obtain all necessary permits, including building permits. Developer shall promptly pay when due all customary and reasonable fees and charges of the City in connection with the processing and consideration of the City permits and approvals contemplated by this section. To the extent possible, the Agency will work with the Developer to obtain permits necessary for the Project from the City.

1.07 BCDC Approval.

For any component of the Project under the jurisdiction of the BCDC, following the approval of the Final Development Plan by the City of Suisun City and the Agency, Developer and Agency shall submit the Project for review and approval by BCDC. In the event BCDC requires changes, alterations or revisions to the Project that require further review and approval by the City of Suisun City, Developer shall submit said changes, alterations or revisions to the Project to the City and the Agency for appropriate review and approval.

1.08 CEQA Documentation.

Developer shall prepare and submit to the Agency in accordance with the Schedule of Performance, such plans, specifications, drawings, and other information, as specified by the Agency, as are reasonably necessary for the Agency to perform the environmental review process required by CEQA. Developer shall provide the Agency any updated documentation of the Project in order to facilitate the Agency's performance of the CEQA review process.

1.09 CEQA Review.

Following execution of this Agreement, the Agency, shall diligently complete any required environmental review of the Project in accordance with CEQA and the time frames set forth in the Schedule of Performance. Developer acknowledges that the environmental review process under CEQA will involve preparation and consideration of additional information as well as consideration of input from interested organizations and individuals; that approval or disapproval of the Project following completion of the environmental review process is within the sole, complete, unfettered and absolute discretion of the Agency without limitation by or consideration of the terms of this Agreement; and that the Agency makes no representation regarding the ability or willingness of the Agency to approve development of the Project at the conclusion of the environmental review process required by CEQA, or regarding the imposition of any mitigation measures as conditions of any

approval that may be imposed on the Project. The parties recognize that if as a result of the environmental review process the Project is not approved for development, both Agency and Developer each have an independent right to terminate this Agreement. In the event Developer elects to terminate this Agreement pursuant to this paragraph, Agency shall cause the Deposit to be returned to Developer. In addition, Developer acknowledges that any required approvals by any other local, state or federal agency may require additional environmental review, and that any approval by Agency shall not bind any other local, state or federal agency to approve the Project or to impose mitigation measures which are consistent with the terms of this Agreement or with the terms of any mitigation measures required by Agency pursuant to Agency's environmental review. Agency agrees to cooperate with Developer to obtain all necessary approvals by providing all information and studies in the possession and control of Agency.

Nothing in this Agreement or otherwise shall bind or otherwise affect Agency's discretion in:

- (1) requiring the preparation of any CEQA review document in accordance with CEQA and normal City land use entitlement procedures;
- (2) approving or rejecting such CEQA review in accordance with applicable CEQA standards;
- (3) making or declining to make any findings necessary under CEQA to grant the land use approvals and the proposed development of the Project contemplated by this Agreement and Developer's application for the land use approvals; or
- (4) imposing such mitigation measure(s) as condition(s) of the land use approvals as Agency deems appropriate under CEQA as a result of its consideration of the CEQA review documents.

#### 1.10 Preleasing.

Developer shall use commercially reasonable efforts with respect to marketing the Project to potential purchasers or lessees. Developer hereby agrees to provide the Agency with quarterly updates regarding the status of building sales or leasing with respect to the buildings to be constructed on the Property.

#### 1.11 Retail Tenants.

Developer shall provide to the Executive Director of the Agency with either (i) the line of business of each prospective tenant prior to entering into a lease with such tenant for a space in or at the applicable parcel; or (ii) the line of business for each business prior to executing the purchase and sale agreement with such person for space in or at the Property. The Agency shall not have any approval rights over the terms of the lease or purchase and sale agreement, however, Developer shall not be permitted to enter into a lease or purchase and sale agreement with, or otherwise permit the occupancy by, any line of business engaged in a prohibited use as described in the City's ordinances and codes applicable to the Property. The information shall be provided no less than 10 days prior to

the execution of the lease in order to provide the Executive Director of the Agency with reasonable time to review such line of business for conformity with the City's ordinances and codes. If the Executive Director does not disapprove the proposed line of business within such 10-day period, then the Developer may proceed with such lease or sale. Developer shall make all commercially reasonable efforts to attract retail tenants that traditionally serve consumers desiring premium products and services of superior quality and design and in conformity with applicable City design guidelines.

**ARTICLE TWO**  
**AGENCY PRE-DISPOSITION REQUIREMENTS**

2.01 Agency To Convey Property.

Agency's obligation to convey each parcel to Developer pursuant to this Agreement is subject to satisfaction of the following conditions by the Developer:

- A. Developer's purchase in accordance with the Schedule of Performance.
- B. Developer's performance of all of the duties and obligations, which it is required to perform pursuant to Article One of Part One.
- C. Developer's submittal of an Acquisition Financing Plan within the timeframes outlined in the Schedule of Performance.

**ARTICLE THREE  
DISPOSITION OF THE PROPERTY**

**3.01 Conveyance of the Property.**

The Agency shall convey the Property to the Developer upon satisfaction of the conditions set forth in Section 2.01 of Part Two of this Agreement. The following table outlines the purchase price for the Property:

PROPERTY IDENTIFICATION		SITE SIZE		MARKET VALUE	LIGHTHOUSE DEVELOPMENT FEE	PURCHASE PRICE		
MSW PROPERTY ID	ASSESSORS PARCEL #	ACRES	SF					
Parcel 1	32-141-10	0.26	11,443	\$815,000	\$11,476	\$863,452		
Parcel 2	32-141-09	0.22	9,443		\$9,470			
Parcel 3	32-142-30	0.17	7,459		\$7,481			
Parcel 5	32-130-01	0.10	4,425		\$4,438			
Parcel 7	32-142-28	0.15	6,372		\$6,390			
Parcel 8	32-142-25	0.10	4,300		\$4,312			
Parcel 9	32-142-24	0.11	4,900		\$4,914			
Parcel 4	32-130-06	0.05	2,131		\$22,000		\$2,137	\$24,137
Parcel 6	32-082-05	0.16	7,183		\$108,000		\$7,204	\$115,204
Parcel 10	32-042-30,36,44 through 61, and 68	1.56	67,854	\$575,000	\$68,051	\$643,051		
Parcel 11	32-061-39	0.16	7,150	\$143,000	\$7,171	\$150,171		
Parcels 12 & 13	32-061-26 through 36 and 32-091-17 through 20	5.35	233,059	\$2,100,000	\$233,735	\$2,333,735		
Totals		8.40	365,719	\$3,763,000	\$366,780	\$4,129,780		

In the event that parcels are reconfigured upon the Agency's approval of the Final Development Plan, the purchase price for any reconfigured parcel shall be adjusted to reflect any change in size based on the per unit value prescribed in the appraisals performed by Garland & Associates attached hereto as Exhibit G.

**3.02 Obligations of the Parties.**

A. Developer Warranties. The Developer represents and warrants to the Agency as follows:

1. The Developer has duly authorized, executed and delivered this Agreement and the Developer has or will authorize, execute and deliver, within the times set forth in the Schedule of Performance and, any and all other mutually acceptable agreements and documents required to be authorized, executed and delivered by the Developer in order to carry out, give effect to and consummate the transactions contemplated by this Agreement.

2. The Developer does not have any material contingent financial obligations or any material contractual agreements which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

3. There are no material pending or, so far as is known to the Developer, threatened, legal proceedings to which the Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed in the documents submitted to Agency which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

4. There is no action or proceeding pending or, to the Developer's best knowledge, threatened, looking toward the dissolution or liquidation of the Developer, and there is no action or proceeding pending or, to the Developer's best knowledge, threatened by or against the Developer which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Developer to carry out its obligations hereunder.

B. Conditions Precedent. As a condition precedent to the conveyance by the Agency of the Property to the Developer, the conditions set forth in this Section 3.01 must first be met within the times set forth in the Schedule of Performance, unless such time limit is extended (i) in accordance with the provisions of Section 3.04 of Part Two, Article 3 or (ii) in writing by the Agency at the discretion of its Executive Director.

Should the Developer fail to meet any predisposition requirement by the dates set forth in the Schedule of Performance, subject to the Developer's right to cure as described in Section 7.04 of this Part and subject to enforced delays as defined in Section 3.04 of Part Two, Article 3, the Agency shall have the option, but not the obligation, to terminate this Agreement and neither party shall have any further rights or obligations hereunder, except as otherwise provided for in this Agreement.

C. Deposit. The Developer has heretofore deposited Twenty-Five Thousand Dollars (\$25,000) with the Agency. Within five (5) days of the Effective Date, the Developer shall submit to the Escrow Agent (defined in Section 3.03 of this Part below) additional funds in the amount of Seventy-Five Thousand Dollars (\$75,000), which together with the funds held by Agency totals One Hundred Thousand Dollars (\$100,000) (collectively, the "**Deposit**").

1. Upon receipt, the Escrow Agent shall place that portion of the Deposit received from Developer into an interest bearing account and such interest shall become part of the Deposit. Upon an event of default by the Developer and/or termination of the Agreement by the Agency, the Agency may retain the Deposit in accordance with the provisions of Section 7.04 of this Agreement.

2. Provided that Developer is not in default hereunder as described in Section 7.04 of this Agreement, the Escrow Agent shall apply the Deposit to the purchase price at close of escrow for the last parcel of the Property to be acquired by Developer in accordance with the Schedule of Performance.

3. If Developer is in default with respect to any provision of this Agreement, the Agency may, but shall have no obligation to, use the Deposit or any portion of the Deposit to cure such default or to compensate the Agency for any damage or

reasonable expense sustained by the Agency and resulting from such default, but only after providing the Developer with an opportunity to cure such default pursuant to the provisions of Section 7.04, Part One. The Agency shall provide the Developer with evidence of damages incurred as a result of a default by the Developer. If this Agreement has not been terminated as a result of such default, the Developer, on demand from the Agency, shall promptly restore such Deposit to the full amount required by this Section 3.02C.

4. If this Agreement is not otherwise terminated by the Agency and the Deposit shall not have been entirely applied to the Purchase Price of the Property or refunded to the Developer, including interest if any, the Escrow Agent shall expeditiously refund the remaining balance of the Deposit to the Developer upon close of escrow for the last parcel of the Property acquired by the Developer in accordance with the Schedule of Performance.

3.03 Disposition of the Property; Escrow.

A. Purchase. The parties agree that the Developer will purchase the Property from the Agency in accordance with the Schedule of Performance.

B. Escrow Opening. The Agency shall open an escrow account for each proposed escrow closing (each an "**Escrow Account**") with Placer Title Company, 1300 Oliver Road, Suite 120, Fairfield, California, 94534, (707) 429-2211 (the "**Escrow Agent**"), in the time provided in the Schedule of Performance to facilitate the sale of the Property in accordance with said schedule, subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement. The Agency and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control. The Parties acknowledge and agree that the Developer shall utilize each Escrow Account for the Developer's purchase of the Property. This Agreement constitutes the joint escrow instructions of the Agency and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent as soon as practicable upon the opening of escrow.

C. Developer Obligations. Not less than five (5) business days prior to the close of escrow for each acquisition of a portion of the Property by the Developer, the Developer shall deposit with the Escrow Agent amounts sufficient to pay the purchase price for that portion of the Property then being acquired (each a "**Purchase Price**"). The Developer shall also pay to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not later than ten (10) days prior to the scheduled date for the close of each escrow:

1. One-half (1/2) of the escrow fees;
2. The premium for an ALTA policy;
3. One-half (1/2) of the recording fees; and
4. Its respective notary fees.

Prior to the close of escrow for the acquisition of any parcel, the Agency shall deposit a properly executed, acknowledged and delivered Grant Deed conveying to the Developer title to said portion of the Property and all rights of occupancy in substantially the form set forth in Exhibit E. The Agency shall also pay to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not later than ten (10) days prior to the scheduled date for each close of escrow:

1. Costs necessary to place the title to the parcel(s) being acquired by the Developer, in the condition for conveyance required by the provisions of this Agreement;
2. Cost of drawing the applicable Grant Deed(s);
3. One-half (1/2) of the applicable escrow fees and recording fees;
4. Its respective notary fees;
5. Ad valorem taxes and assessments, if any, upon each parcel being acquired, as the case may be, for any time prior to conveyance of title; and
6. Any state, county or city documentary transfer taxes.

D. Escrow Agent Obligations. Upon delivery of a Grant Deed to the Escrow Agent by the Agency, the Escrow Agent shall record such Grant Deed when title can be vested in the Developer in accordance with the terms and provisions of this Agreement. The legal description for each parcel attached to each Grant Deed will be automatically updated upon recordation by the Agency of a revised parcel map depicting the Property. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law. Any insurance policies governing the Property are not to be transferred. The Escrow Agent is authorized to:

1. Pay and charge the Agency and the Developer, respectively, for any fees, charges and costs payable under this Section. Before such payments are made, the Escrow Agent shall notify the Agency and the Developer of the fees, charges and costs necessary to clear title and close the escrow;
2. Disburse funds and deliver each Grant Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Agency and the Developer; and
3. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

E. Escrow Account. All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check or wire transfer by the Escrow Agent. All adjustments shall be made on the basis of a 30-day month.

F. Conveyance of Property. Except as otherwise provided herein, the Property shall be conveyed by the Agency to the Developer in an "as is" condition, with no warranty, express or implied, by the Agency as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or Hazardous Materials or hazardous waste (as defined by state and federal law). Other than for the costs related to the construction of the Public Improvements, Agency shall not be responsible for any items of site work.

The Property shall be conveyed to the Developer by the Agency free of any possession or right of possession by any person except that of the Developer, and any easements of record, and free of any recorded and unrecorded liens, encumbrances, assessments, leases and taxes except:

1. the provisions and effect of the Plan; and
2. taxes for the fiscal year in which the escrow for this transaction closes, which shall be prorated as of the close of escrow and handled in accordance with Section 4986 of the California Revenue and Taxation Code; and

It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the soil conditions of the Property and the suitability of such soil conditions for the construction of the Improvements by the Developer. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the soil conditions of the Property in a condition suitable for development of the Property.

G. Failure to Close Escrow. If escrow is not in condition to close before the time for conveyance established in this Agreement, either party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, provide notice to the nonperforming party of such condition and a right to cure, including a right to cure any liens, encumbrances, conditions or other defects on the title not otherwise permitted, as described in this Agreement, in the manner set forth in Section 3.01. Should the nonperforming party fail to cure the condition preventing close of escrow for parcels 1, 2 or 3 within the time period provided in Section 7.04 of this Part, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. Should the nonperforming party fail to cure the condition preventing close of escrow for parcels 4 through 13 within the time period provided in Section 7.04 of this Part, all obligations and liabilities of the Parties under this Agreement shall cease and terminate but only with respect to any parcel for which failure to perform in connection with any said parcel by Developer resulted in the failure to close escrow for any such parcel, it being the intent of



the parties that, except with respect to parcels 1,2 or 3, Developer's non-performance with respect to any of parcels 4 through 13 shall not impact its rights and responsibilities with respect to the other parcels. Nothing in this paragraph shall be construed to impair or affect the rights or obligations of the Agency or the Developer to specific performance.

H. Other Conditions. Any amendment of these escrow instructions shall be in writing and signed by both the Agency and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the Agency or the Developer shall be directed to the addresses and in the manner established in Section 3.01, Part Two of this Agreement for notices, demands and communications between the Agency and the Developer.

I. Close of Escrow. Provided that the Parties are not in default under this Agreement, and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to any portion of the Property shall be completed on or prior to the date of close of escrow for acquisition of such portion as specified in the Schedule of Performance. The Escrow Agent shall close escrow by: (i) causing the applicable Grant Deed to be recorded in the official records of Solano County, California; (ii) issuing the Title Policy and delivering same to the Developer; (iii) delivering to the Agency the monies constituting the purchase price less prorated amounts and charges to be paid by or on behalf of the Agency; and (iv) delivering to the Developer the applicable original Grant Deed, together with a conformed copy thereof indicating recording information thereon. Possession shall be delivered to the Developer concurrently with the conveyance of title.

J. Title Documents; Title Insurance. Within thirty (30) days prior to the close of escrow for the acquisition of any parcels, Agency shall deliver or cause to be delivered to the Developer a preliminary title report (each a "**Preliminary Report**") on the Property issued by Placer Title Company, or some other title insurance company satisfactory to the Agency and the Developer having equal or greater financial responsibility ("**Title Company**"), setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Agency's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by the Developer. The Developer shall approve or disapprove each Title Exception within thirty (30) days following the Developer's receipt of the Preliminary Report. The Developer's failure to object within such period shall be deemed to be a disapproval of the Title Exceptions.

If the Developer objects or is deemed to have disapproved any Title Exception, Agency shall use its best efforts at Agency's sole expense to remove from title or otherwise satisfy each such exception no later than fourteen (14) days after the Developer's written objection and such satisfaction shall be in a form that is reasonably satisfactory to the Developer. If the Agency fails to remove or satisfy any Title Exception to the satisfaction of the Developer, the Developer shall have the option, in its sole discretion, (i) to not close on that parcel of the Property to which such Title Exception relates or (ii) to accept title subject

to such exception ("Permitted Exceptions"). In the event the Developer elects to terminate this Agreement, the Deposit, including interest thereon, and all other funds and documents deposited into escrow by or on behalf of the Developer shall be returned to the Developer, and all rights and obligations hereunder shall terminate.

It shall be a condition to the close of escrow for each parcel that Title Company deliver to the Developer, within five (5) days after the Developer has approved the Preliminary Report pursuant to this Section, and in no event later than seven (7) days prior to the close of escrow, a title commitment for an ALTA Title Insurance Policy ("**Title Policy**") to be issued by Title Company in the amount of the Purchase Price for the parcels being acquired for the benefit and protection of the Developer, showing title to said portion of the Property vested in the Developer, subject only to the Permitted Exceptions, including such endorsements as may reasonably be requested by the Developer, and committing Title Company to issue the Title Policy to the Developer upon the close of escrow.

The Title Company shall provide the Agency with a copy of each title insurance policy, and a title insurance policy shall be issued in the amount of the purchase price for the acquired parcels.

The Developer shall pay for all premiums for title insurance coverage, including, without limitation, charges for special endorsements. The Title Company shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer's estimated development costs of the improvements to be constructed upon the Property and the Developer shall pay the entire premium for any such increase in coverage.

K. Developer's Conditions to Closing. The close of escrow and the Developer's obligation to purchase the Property are conditioned upon the following:

1. the performance by the Agency of each obligation to be performed by the Agency under this Agreement within the applicable time period, or the waiver by the Developer of such obligation;

2. the commitment by Title Company to issue and deliver each Title Policy, subject only to the Permitted Exceptions;

3. Except as expressly provided in this Agreement, receipt of all necessary approvals from the appropriate governmental and/or regulatory entities needed for construction of the Project, including, but not limited to, re-zoning of the Project, all necessary entitlements and necessary building permits, provided that Developer shall have timely submitted the appropriate applications and/or requests in accordance with the Schedule for Performance set forth in this Agreement.

Should any condition to closing fail to occur, excepting any such conditions that have been waived by the Developer, the Developer shall have the right, exercisable by giving written notice to Agency, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by the Developer to Agency or deposited with the Escrow

Agent by or on behalf of the Developer, including the Deposit and interest thereon. The exercise of this right by the Developer shall not constitute a waiver by the Developer of any other rights the Developer may have at law or in equity.

3.04 Indemnification After Close of Escrow.

For contamination of the Property by any hazardous or toxic substance occurring after close of escrow, which is introduced by or on behalf of the Developer, then Developer shall indemnify, defend and hold Agency harmless from any claim, suit, or action arising from the presence of any such hazardous or toxic substance or material on the Property.

**ARTICLE FOUR  
CONSTRUCTION OF IMPROVEMENTS AND OTHER REQUIREMENTS  
AFTER DISPOSITION OF THE PROPERTY**

4.01 Construction of Improvements Funded by Developer.

Unless modified by operation of Section 4.02 of this Part, all works of construction and development of the Project shall be done in accordance with the Construction Plans approved pursuant to Section 1.04 above. Developer shall pay all costs of construction of the Project as follows:

On-site: All costs to develop the Project, including, but not limited to, site demolition, grading, utility connections, street improvements, and other land assembly costs.

4.02 Public Improvements to be Funded by Agency; Parking.

A. As a condition of approval for the Project, Developer shall install and pay prevailing wages for all improvements required on public land or rights of way, including but not limited to, curbs, gutters, sidewalks, landscaping, public courtyards, and utilities (including without limitation utility relocations); provided that Agency shall reimburse Developer for the cost of such work within thirty (30) days following written request for payment accompanied by invoices or other reasonable evidence of costs incurred. In the alternative, Agency may elect to install and pay prevailing wages for all or any portion of such work.

B. The Parties recognize and acknowledge that (i) the need for off-site parking will be driven by Project densities, by additional development on the west side of Main Street, and by future growth the Agency may project outside the scope of the Project, (ii) Developer intends to design the Project and additional proposed development on the west side of Main Street in a manner that will not require any costs for off-site or structured parking, and (iii) the Agency cannot approve any funding for public parking without a thorough review of the costs and public benefit. Thus, the Parties agree that Developer shall have no obligation to seek any approvals for the Project for additional development on the west side of Main Street that include any requirement for additional off-site or structured parking. Notwithstanding the above, to the extent the City of Suisun City determines that off-site parking is required with respect to any component of the Project,

the parties agree to use their best faith efforts to confer in order to resolve any such parking requirements.

C. The Parties agree that a parking study must be performed to identify potential solutions to a potential parking shortage. The Developer agrees to contribute up to \$10,000 toward such study. The study is to be initiated by the Agency within 30 days of the execution of this Agreement.

#### 4.03 Change in Construction Plans.

If the Developer desires to make any material change in the Construction Plans, the Developer shall submit the proposed change to the City and the Agency. If the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement, the Agency shall approve the change by notifying the Developer in writing.

Unless said proposed change is rejected by the Agency within fifteen (15) days, it shall be deemed approved. If rejected within such time period, the previously approved Construction Plans shall continue to remain in full force and effect. The Executive Director of the Agency may approve minor changes, modifications, revisions or alterations to the Construction Plans.

Any change in the Construction Plans required in order to comply with applicable government regulations or codes shall be deemed approved, so long as such changes do not substantially nor materially change the architecture, design or other amenities of the Project as shown on the latest approved Construction Plans.

#### 4.04 Construction Plans Must Be Approved.

Notwithstanding any other provision of this Part, the Developer shall not commence any construction of any component of the Project until it has first received the written approval by the Agency of the Construction Plans as provided in Section 1.04 of this Part. Any breach of this Section shall afford the Agency its rights under Article Seven of this Part to ensure compliance with each Final Development Plan.

#### 4.05 Completion of the Project and Use of Property.

The Developer, for itself, its successors and assigns, hereby covenants and agrees diligently to perform in accordance with the following provisions ("Operating Covenants"):

- (a) To commence substantial construction of the Project within the timelines set forth within the Schedule of Performance. "Construction of the Project" shall mean obtaining all land entitlements, payment of fees and pulling building permits to construct structures on the Property.
- (b) Developer shall carry out the construction of the Project on the Property in conformity with all applicable state and federal laws and regulations including satisfying the prevailing wage requirements set forth in Section 4.09 of this Agreement.

- (c) Developer shall cause each component of the Project to be completed to the extent that Agency can issue a Certificate of Completion consistent with the timelines set forth within the Schedule of Performance.
- (d) No exterior signage shall be placed or maintained upon the Improvements nor on the Project without the prior written approval of the Agency and/or the City of Suisun City, which said consent shall not be unreasonably withheld, provided, however, that it shall be reasonable to the Agency to withhold consent to any sign that does not conform to the Redevelopment Plan, any sign ordinance, or any applicable design standard of the City of Suisun City.
- (e) Developer shall make reasonable, good faith efforts to negotiate, execute and record any easement agreement or other appropriate documents to ensure proper egress and ingress for access, parking, pedestrian, utilities, maintenance and related matters.

#### 4.06 Progress Reports.

Until construction of the Project has been completed, Developer authorizes the Agency to have full access to all building inspection reports and other information to assist the Agency in reviewing the actual progress of construction. Developer shall allow the Agency to review construction documents and records maintained by Developer in the ordinary course of the construction as may be reasonably requested by the Agency.

During the construction of the Project, Developer shall provide Agency with written reports each January 1, April 1, July 1, and October 1 (commencing with the first such calendar quarter after commencement of any construction activity for the Project). Said reports shall provide the information required by Sections 1.11 and 4.09 of this Part

#### 4.07 Agency to Receive Copy of Construction Contract.

If Developer is not the general contractor for the construction of the Improvements, Developer shall submit to Agency the name of the proposed general contractor and sufficient documentation to enable the Agency to determine whether the proposed general contractor is reputable, properly licensed and has the financial wherewithal to perform and complete construction of the Improvements. Agency shall have not less than fifteen (15) days to make such determination. Developer's proposed general contractor shall be deemed approved if Agency fails to approve or disapprove within said fifteen (15) day period. Developer shall submit to Agency within fifteen (15) days of execution, copies of the executed construction contracts with the general contractor for the construction of the Improvements including the ability to issue a notice to proceed to the general contractor within the times set forth in the Schedule of Performance.

#### 4.08 Equal Opportunity in Contracts.

During the construction of the Project, Developer shall not discriminate on the basis of race, religion, sex, or national origin in the hiring, firing, promoting or demoting of any

person engaged in the construction work and shall require its contractors and subcontractors to refrain from discrimination on such basis.

#### 4.09 Payment of Prevailing Wages on Public Improvements.

With respect to public improvements (e.g. streets, curbs, gutters, sidewalks) which are put in place by the Developer in connection with this Project, Developer agrees to comply with the requirements of Health & Safety Code Sections 33423-33426, inclusive and regulations adopted pursuant thereto, and to be responsible for carrying out the requirements of such provisions. Developer shall provide Agency all contracts and bids entered into by Developer or its contractor with respect to the construction of the Public Improvements. Developer shall also provide Agency with all invoices, receipts and any other records reasonably requested by Agency to allow Agency to verify that Developer is complying with all applicable prevailing wage laws and ascertain costs with respect to the construction of the Public Improvements.

Developer further agrees to, and shall, indemnify and hold harmless the Agency from and against all liability, loss, damages, penalties, fines, costs, or expenses (including reasonable attorneys fees and court costs) arising from, or as a result of, the failure to comply with any state or federal labor laws or standards in connection with this Agreement, including but not limited to Health and Safety Code Sections 33423-33426, inclusive.

#### 4.10 Certificate of Completion for Improvements.

Promptly after completion of construction of each component of the Project in accordance with those provisions of this Part and upon issuance of a certificate of occupancy by the Agency, the Agency will provide an instrument so certifying provided that, at the time such certification is issued, the Project component has been completed (hereafter "Certificate of Completion"). Such Certificate of Completion, attached hereto as Exhibit F, shall be conclusive determination that the covenants in this Agreement with respect to the obligations of Developer, its successors and assigns, to construct the Project component and the dates for the beginning and completion thereof have been met. Such Certificate of Completion shall be in such form as will enable it to be recorded among the official records of Solano County. Such Certificate of Completion and determination shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code.

#### 4.11 Construction Bonds.

Prior to the commencement of construction of the Project, the Developer shall deliver to the Agency copies of any labor and material bonds, and performance bonds if said bonds are required by Developer's lenders, which bonds shall be issued by a reputable insurance company licensed to do business in California, in a penal sum each of not less than one hundred percent (100%) of the scheduled cost of construction. Such bonds shall name the Agency as co-obligee.

#### 4.12 Lighthouse Development Fee.

Prior to the issuance of a Certificate of Completion and a Certificate of Occupancy by the City of Suisun City for the Project, Developer shall pay the required "Lighthouse Development Fee" as required by Agency Resolution 2004-10. Lighthouse Development Fee for the Project has been set at \$1.0029 per square foot of land area, and has been added to the purchase price of the Property set forth in Article One, Section 3.01, and is considered paid per the requirements of this Section 4.12 by the purchase of the Property as set forth in Article One Section 3.01.

#### 4.13 Annexation into Community Facilities District.

Prior to the issuance by the City of a completion certificate for each Project component, the Developer will cause to that portion of the Property related to such component to be annexed into the City of Suisun City Community Facilities District No. 2 (Municipal Services) (the "**District**") formed for the purpose of providing funds for work on the Property and municipal services and facilities, all as described in Exhibit H attached hereto (the "**Public Improvements**"). Developer waives any objection to the annexation of the Property into the District pursuant to the provisions of California law. Developer agrees that the District shall include all the Property. In addition, Developer hereby waives any objection to the annexation of any portion of the Property not currently part of the Victorian Harbor Maintenance Assessment District into the appropriate zones of said district.

#### 4.14 Developer Reinvestment.

The residential and commercial areas designated on the Site Plan are each a part of an integrated Project. Developer shall expend not less than thirty-five thousand dollars (\$35,000.00) from the sale of each for-sale residential unit in the Project for the enhancement of the commercial portion of the Project on any of the following:

(i) Costs incurred by Developer for acquiring property above fair market value, as determined by appraisal, for privately owned property to be incorporated into the Project;

(ii) A combination of (A) granting tenants rent credits in the form of reduced or temporarily abated rent, or (B) construction of tenant improvements beyond the standard for new improvements in Solano County;

(iii) The cost of construction of exterior or interior improvements (not including tenant improvements) to the commercial portion of the Project beyond the standards for new improvements in Solano County.

#### 4.15 Buxton Study.

No later than five (5) days after the Effective Date, Developer shall pay the sum of Twenty-Five Thousand Dollars (\$25,000), which sum shall be disbursed to and held by Agency for payment of a portion of the costs for a psychographic study commissioned by

the Agency to facilitate the retail recruitment efforts within the Suisun City Redevelopment Project Area.

4.16 Acquisition of Additional Property on West Side of Main Street.

Notwithstanding anything to the contrary in this Agreement, Developer shall have the right to construct and sell up to but no more than 75% of single-family detached residential units, in aggregate, approved for each Parcel until it acquires or controls a minimum of five (5) additional parcels of land having frontage on the west side of Main Street between and including the 400 through 800 blocks of Main Street (the "Additional Parcels"). Further, the Developer shall use all commercially reasonable efforts to acquire or control said five (5) additional parcels. Upon acquisition or control of said five (5) Additional Parcels, Developer shall have the right to construct and sell an additional 15% of the units approved within the project. Upon receipt of building permits for development of all of the Additional Parcels, Developer shall have the right to construct all remaining residential units within the Project.

**ARTICLE FIVE  
NO TAX INCREMENT CONTRIBUTION**

5.01 No Tax Increment Contribution.

The Parties acknowledge and agree that Agency shall not contribute any tax increment to Developer as the result of Developer's development of the Project

**ARTICLE SIX  
CHANGES IN DEVELOPER**

6.01 Identity of Developer.

The Developer is Main Street West Partners, LLC, a limited liability company.

6.02 Changes Only Pursuant To This Agreement.

The qualifications, experience and expertise of Developer are of particular concern to the Agency. It is because of these qualifications, experience and expertise that the Agency has entered into this Agreement. No voluntary or involuntary successor in interest to Developer shall acquire any rights or powers under this Agreement, except as hereinafter provided.

6.03 Prohibition Against Transfer of Property and Assignment of Agreement.

Prior to obtaining a Certificate of Completion for any portion of the Project, the Developer shall not voluntarily or involuntarily make or attempt any total or partial sale, transfer, conveyance, assignment or lease ("Transfer") of such portion of the Property or the buildings or structures thereon (with the exception of the sale of residences or condominiums) or this Agreement without the prior written approval of the Agency, unless



such Transfer is made to a partnership in which Developer is the managing general partner or to a corporation or limited liability company in which Developer is the majority shareholder, or unless the operating agreement for the limited liability company includes a provision prohibiting the removal of Main Street West Partners, LLC, Frank J. Marinello or Michael E. Rice as the manager of the limited liability company without the written consent of the Agency. The Executive Director may give the Agency's approval unless the Executive Director, in his or her discretion, refers the matter of approval to the Agency Board. This prohibition shall not be deemed to prevent the granting of temporary easements or permits to facilitate development or the dedication of Property required pursuant to this Agreement.

If the Developer proposes a Transfer of the Property or a portion thereof, the proposed transferee shall have the qualifications and financial resources necessary and adequate as may be reasonably determined by the Agency to fulfill the obligations undertaken in this Agreement by the Developer. Any transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Agency shall expressly assume all of the obligations of the Developer under this Agreement relating to the Property and agree to be subject to all the conditions and restrictions to which the Developer is subject. There shall be submitted to the Agency for review all instruments and other legal documents proposed to affect any such transfer; and if approved by the Agency its approval shall be indicated to the Developer in writing.

In the absence of specific written agreement by the Agency, no Transfer by Developer shall be deemed to relieve the Developer or any other Party from any obligations under this Agreement.

## **ARTICLE SEVEN GENERAL REMEDIES DURING DEVELOPMENT**

### **7.01 Scope of Remedies.**

During the development of the Project, and prior to the issuance of a Certificate of Completion for the Project hereof, the following shall govern the Parties' remedies for breach of the Agreement.

### **7.02 No Fault of Parties.**

The following events constitute a basis for a Party, otherwise allowed by this Agreement, to terminate this Agreement, without the fault of the other:

(i) Developer, despite good faith efforts, is unable to obtain permits or approvals from the Agency or City, which are satisfactory for Developer to construct any portion of the Project in accordance with the Project Description and/or Schedule of Performance;

(ii) Developer, despite good faith efforts on the part of both the Agency and Developer, is unable to obtain approval of a Final Development Plan for any portion of the Project;

(iii) Developer, despite good faith efforts on the part of both the Agency and Developer, is unable to obtain approval of a Construction Plan for any portion of the Project;

(iv) Conditions imposed subsequent to execution of this Agreement by the Agency's discretionary approvals, which make development of the Project in the manner contemplated by this Agreement and Project Description infeasible for Developer.

Upon the happening of any of the above-described events, and at the election of either Party, this Agreement may be terminated by written notice to the other Party. Thereafter, neither Party shall have any rights against nor liability to the other, except as set forth in this Article Seven of Part Two

#### 7.03 Fault of Agency.

Except as to events constituting a basis for termination under Section 7.02, the following events each constitute a basis for Developer to take action against the Agency:

(i) Agency does not meet its pre-disposition conditions within the relevant times set forth in Article Two above;

(ii) Agency without good cause, fails to convey the Property within the manner and form herein called for and the Developer is otherwise entitled by this Agreement to such action or conveyance;

(iii) Agency breaches any other material provisions of this Agreement.

Upon the happening of any of the above-described events, the Developer shall first notify the Agency in writing of its purported breach or failure, giving the Agency ten (10) days from receipt of such notice to cure such breach or failure or if the nature of the breach or failure is such that it cannot reasonably be cured in ten (10) days, then giving the Agency such longer period as reasonably may be required for such cure provided that Agency commences action to cure the breach or default within said ten (10) day period and thereafter diligently pursues the cure to completion. In the event Agency does not then so cure or commence to cure within said ten (10) days, then the Developer thereafter shall have the right to terminate this Agreement, and any other rights afforded it by law or in equity.

#### 7.04 Fault of Developer.

Except as to events constituting a basis for termination under Section 2.05 of Part Two, the following events each constitute a basis for the Agency to exercise its rights pursuant to this Section and Section 8.01 of this Part, as applicable:

(a) Developer does not meet its pre-disposition conditions within the relevant times set forth in Article One above;

(b) Developer refuses to accept conveyance from the Agency of the Property within the time periods, and under such terms as herein called for;

(c) Developer does not attempt in good faith to procure in a timely manner a building permit or other approvals for the Project or abandons any further attempts when there is a reasonable likelihood that such permit or the proper authority would otherwise issue other approvals in a timely manner and in substance satisfactory to Developer;

(d) Developer constructs or attempts to construct the Project in material deviation from the latest approved Construction Plans, as the same may be modified in accordance with the terms of this Agreement;

(e) Developer fails to submit any document required to be submitted in accordance with this Agreement and/or the Schedule of Performance;

(f) Absent an enforced delay as defined in Section 3.04 of Part Two, the Developer fails to commence construction of the Project or to complete same within the time limits set forth in this Agreement;

(g) Absent an enforced delay as defined in Section 3.04 of Part Two, the Developer abandons or suspends construction of the Project for a period of sixty- (60) days after written notice by the Agency of such abandonment or suspension;

(h) The Developer voluntarily or involuntarily undertakes a transfer not permitted by this Agreement;

(i) Prior to Developer's satisfaction of the conditions for issuance of the Certificate of Completion, the Developer breaches any other material provision of this Agreement.

Upon the happening of any of the above-described events, the Agency shall first notify the Developer in writing of its purported breach, failure or act above-described, giving the Developer ten (10) days from receipt of such notice to cure such breach, failure, or act, or if the nature of the breach or failure is such that it cannot reasonably be cured in ten (10) days, then giving the Developer such longer period as reasonably may be required for such cure or action provided that Developer commences action to cure the breach or default within said ten (10) day period and thereafter diligently pursues the cure to completion. In the event Developer does not then so cure within said ten (10) days, or in the event that Developer does not commence curing a default which is not curable within said ten (10) days, the Agency thereafter shall be afforded the right to terminate this Agreement, retain the Deposit if such default occurred prior to close of escrow, and any other rights afforded it by law or equity.

Notwithstanding anything in the contrary in this Section 7.04 and unless said default is pursuant to Section 2.05 of Part Two or pursuant to paragraphs (d), (g) or (h) of this

Section 7.04, and subject to the provisions of paragraph G. of Section 3.03, Part One of this Agreement, Agency may not terminate this Agreement with respect to a default occurring after Certificates of Completion have been issued by the Agency with respect to the construction of a portion of the Project on Parcels 1, 2 and 3.

## ARTICLE EIGHT SPECIFIC REQUIREMENTS REGARDING REMEDIES

### 8.01 Right of Reverter.

***In the event that following close of escrow for the purchase of any parcel comprising the Property, this Agreement is terminated pursuant to Section 7.04 of this Part and such termination occurs prior to Developer's satisfaction of the requirements for issuance of the Certificate of Completion, then the Agency shall have the right, at its election, to reenter and take possession of the Property the Agency has conveyed to Developer and all improvements thereon and to revest in the Agency the estates of Developer therein in accordance with California Civil Code Section 885.010, et seq.***

Upon revesting in the Agency of title, the Agency shall promptly use its best efforts to resell the Property consistent with its obligations under state law. Upon sale the proceeds shall be applied as follows:

(i) First, to reimburse the Agency for any costs it incurs in managing or selling the Property including but not limited to amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of Developer;

(ii) Second, to the Developer up to the sum of the amount paid to the Agency for the Property and the actual construction cost of the Project Developer has placed on the portion of the Property reverting to the Agency; and

(iii) Any balance to the Agency.

The rights of the Agency pursuant to this Section 8.01 shall be set forth in the Grant Deed.

### 8.02 Construction Plans.

If the Agreement is terminated pursuant to Section 7.04 of this Part, Developer shall deliver to the Agency copies of any development or construction plans Developer has had prepared for the Project on the Property. Developer does not warrant or guarantee the correctness or usability of any plans delivered to the Agency.

### 8.03 Rights of Mortgagees

Any rights of the Agency under this Article Eight shall not defeat, limit or render invalid any lease, mortgage, deed of trust or any other security interest permitted by this

Agreement or any rights provided for in this Agreement for the protection of holder of security interests in the Property.

## PART TWO: GENERAL PROVISIONS

### ARTICLE ONE GENERAL REQUIREMENTS AFTER CONSTRUCTION

#### 1.01 Applicability

The Developer, for itself, its successors and assigns agrees that upon the Developer's satisfaction of the conditions for issuance of the Certificate of Completion for any portion of the Project, the covenants against discrimination at Section 1.02 of this Part shall be recorded and are to be perpetual, and the provisions of the Redevelopment Plan, shall be in effect for the duration of the Redevelopment Plan. Except for such covenants, Agency agrees that upon such satisfaction of this Agreement and issuance by the Agency of a Certificate of Completion for said portion of the Project, Developer shall be relieved from all obligations and liability under this Agreement with respect to the said portion of the Project.

#### 1.02 Mandatory Language in All Subsequent Deeds, Leases and Contracts.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property shall contain therein the following language:

(a) In Deeds:

"Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In Leases:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of

race, color, religion, creed, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) In Contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

1.03 Contents of Grant Deed.

Any Grant Deed from the Agency shall contain the covenants set forth in Section 1.02 of this Part and such conditions of approval imposed by the Agency as are required to be contained in the Grant Deed.

**ARTICLE TWO  
SECURITY FINANCING AND RIGHTS OF HOLDERS**

2.01 No Encumbrances Except for Development Purposes.

Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, or any other reasonable method of security (including assignment of leases or ground leases to a lender as security for a loan), are permitted to be placed upon the Property before the Certificate of Completion has been issued by the Agency, but only for the purpose of securing loans of funds to be used for financing design and construction of the Project and any other expenditures reasonably necessary and appropriate to develop the Property under this Agreement. The Developer shall promptly notify the Agency of any mortgage, deed of trust, sale and leaseback or other financing, conveyance, encumbrance or lien that has been or will be created or attached to the Property. The words "mortgage" and "deed of trust" as used herein includes all other appropriate modes of financing real estate acquisition, construction, and land development.

2.02 Holder Not Obligated to Construct.

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement is not obligated to construct or complete any improvement or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the Agency to Developer evidencing the realty comprising the Property or any part thereof be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

2.03 Notice of Default and Right to Cure.

Whenever the Agency pursuant to its rights set forth in this Agreement delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation in the construction of the Project the Agency shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the Agency are concerned) have the right, but not the obligation, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed in writing the Developer's obligations to the Agency relating to the Project under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and submit evidence reasonably satisfactory to the Agency that it has the developmental capability on staff or retainer and financial responsibility necessary to perform such obligations. Any such holder properly completing the Project pursuant to this paragraph shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the Agency, to a Certificate of Completion from the Agency.

2.04 Failure of Holder to Complete the Project.

In any case where, six (6) months after default by the Developer in completion of construction of the Project under this Agreement, the holder of record of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property, having first exercised its option to construct, has not proceeded diligently with construction, the Agency shall be afforded those rights against such holder which it would otherwise have against Developer under this Agreement.

2.05 Right of Agency to Cure.

In the event of a default or breach by the Developer of a mortgage, deed of trust or other security instrument prior to issuance of a Certificate of Completion for the Project , and the holder has not exercised its option to complete the Project in accordance with Section 2.04 above, the Agency may terminate the Agreement by writing.

2.06 Holder to be Notified.

The Developer, for itself, its successors and assigns hereby warrants and agrees that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or disclosed to the holder prior to its coming into any security right or interest in the Property.

2.07 Modifications to Agreement.

The Agency shall not unreasonably withhold its consent to modifications of this Agreement requested by Developer's lender or lenders provided such modifications do not alter the Agency's substantive rights and obligations under this Agreement.

**ARTICLE THREE  
GENERAL PROVISIONS**

3.01 Notices, Demands and Communications.

Formal notices, demands, and communications between the Agency and the Developer shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, or delivered by overnight courier service (such as Federal Express, DHL, etc.) to the principal office of the Agency and the Developer as follows:

Agency: City of Suisun City Redevelopment Agency  
701 Civic Center Boulevard  
Suisun City, California 94584  
Attn: Executive Director

Copies to: Redevelopment Agency General Counsel  
Meyers Nave Riback Silver & Wilson  
555 12<sup>th</sup> Street, Suite 1500  
Oakland, California 94607  
Attn: Sky Woodruff

Developer: Main Street West Partners, LLC  
710 Kellogg Street  
Suisun City, California 94585



Copies to: Law Offices of Paul A. Andronico  
25 Gregory Drive  
Fairfax, CA 94930

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 3.01.

3.02 Conflict of Interests.

No member, official or employee of the Agency shall make any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

3.03 Non-Liability of Agency Officials, Employees and Agents.

No member, official, employee or agent of the Agency shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Agency or for any amount, which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

3.04 Enforced Delay; Economic Infeasibility; Extension of Time for Performance.

A. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions (excluding those imposed by the Agency) or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement or suits challenging approvals of this Project by the Agency); weather or soils conditions which will necessitate delays; inability to secure necessary labor, materials or tools; delays of any contractor, sub-contractor or supplier; acts of the other Party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of the Agency); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. The Party claiming such extension shall send written notice of the extension to the other within thirty (30) days from the commencement of the cause.

B. The Developer may request an extension of time, not to exceed twelve (12) months in each instance, for the commencement of the construction of Improvements on a particular parcel if, no later than ten (10) days prior to the date commencement of such Improvements is scheduled to start in accordance with the Schedule of Performance, Developer has submitted a written request to Agency accompanied by evidence reasonably satisfactory to Agency demonstrating that the Improvements to be constructed are not economically feasible at such time due. Such evidence shall include mutually acceptable third-party supporting information, documenting such factors as costs, costs of funds, lease activity, net absorption rates, occupancy rates, rental rates and any other relevant factors impacting the economic feasibility of the parcel in question and comparing such factors at the time of the request for extension to the same factors at the Effective

Date. If such factors are materially worse than on the Effective Date, as evidenced by such third-party supporting information, then Agency shall not unreasonably withhold its consent to a request by the Developer for an extension of time accordance with the provisions of this Section.

C. The Agency and the Developer may also extend times of performance under this Agreement in writing by mutual agreement of Developer and the Executive Director unless the Executive Director, in her discretion, refers the matter of extension to the Agency Board.

### 3.05 Inspection of Books and Records.

The Agency has the right at all reasonable times to inspect on a confidential basis the books, records and all other documentation of the Developer pertaining to its obligations under this Agreement. The Developer also has the right at all reasonable times to inspect the books, records and all other documentation of the Agency pertaining to its obligations under this Agreement. Said rights of inspection shall terminate upon the issuance of the Certificate of Completion with respect to the Agency's inspection of Developer's books and records.

### 3.06 Provision Not Merged With Deeds.

None of the provisions of this Agreement are intended to or shall be merged by any Grant Deed transferring title to any real property the subject of this Agreement from Agency to Developer or any successor in interest, and any such Grant Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

### 3.07 Indemnity by Developer.

A. Except as provided in Section 3.08 of this Part, Developer shall defend, indemnify, and hold harmless the Agency for any claim against the Agency of any nature whatsoever arising out of or in connection with Developer's purported acts or omissions on or about, or Developer's occupancy or use of, the Property or Developer's performance or non-performance under or with respect to this Agreement, except to the extent any such claim arises out of or in connection with the Agency's purported acts or omissions on, about or with respect to the Property or the Agency's performance or non-performance under or with respect to this Agreement. If any such claim is attributable to an action or omission of Developer's construction contractor, such contractor shall also defend, indemnify and hold harmless the Agency against such claim arising out of or in connection with Developer's construction contractor's purported acts or omissions on or about, or Developer's construction contractor's occupancy or use of, the Property or Developer's construction contractor's performance or non-performance under or with respect to this Agreement, except to the extent any such claim arises out of or in connection with the Agency's purported acts or omissions on, about or with respect to the Property or the Agency's performance or non-performance under or with respect to this Agreement.

B. Upon knowledge of any such claim, the Agency shall notify the Developer and its construction contractor of such claim in writing. Upon receipt of such written notice, Developer, and, if applicable, its construction contractor, shall defend at their own expense any suit based on such claim. Such defense shall include provision of separate and independent counsel for the Agency where such counsel is required by the California Code of Professional Conduct, or by common law conflict of interest principles. The Agency shall have the right to choose such independent counsel.

If any judgment or claims against the Agency shall be allowed, the Developer and, if applicable, its construction contractor, shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

C. The obligations to defend, indemnify and hold harmless the Agency, specified in Sections 3.07(a) and (b) above, shall not apply to any claim against the Agency arising from damage caused by the Agency's act or omission or the tortious conduct of the Agency.

D. Developer, the Agency, and Developer's construction contractor shall have an affirmative duty to cooperate with one another in the conduct of any suit arising from this Agreement or from development of the Property pursuant to this Agreement; provided, however, that such duty to cooperate shall be limited by any conflict of interest which arises during the course of any such suit.

E. The foregoing provisions for Developer's indemnification of the Agency shall in no way limit Developer's rights at law or in equity to be indemnified by the Agency with respect to any claim arising out of or in connection with a purported act or omission by the Agency.

### 3.08 Liability Insurance.

A. Developer shall maintain in force during the construction of the Project, pursuant to this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned automobiles, with such coverage and limits as may be reasonably requested by Agency from time to time, but in no event for less than the sum of three million dollars (\$3,000,000) combined single limit.

B. Public liability insurance policy or policies shall name Agency as an additional insured, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance affected by Agency or will be called upon to contribute to a loss under this coverage.

C. A certificate evidencing such insurance coverage or coverages shall be filed with Agency prior to construction of the Project, and said certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days' prior written notice to Agency.

D. If such coverage is canceled or reduced, Developer shall, within fifteen (15) days after receipt of written notice from Agency of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Agency a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Agency may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse Agency for such expense upon receipt of billing from Agency.

### 3.09 Builders All-Risk Comprehensive Coverage.

Prior to commencement of work, Developer shall furnish to Agency evidence reasonably satisfactory to the Executive Director of the Agency of Builder's Risk Coverage on the Property, which shall be maintained in force throughout the course of development of the Project. Such coverage shall include limits sufficient to cover 100% of the replacement cost of improvements and betterments and shall include Agency as additional insureds. Furthermore, such coverage shall provide that the policy cannot be canceled or limited in scope without a limited 30 days written notice by Certified Mail Return Receipt Requested to Agency. The obligations set forth in this Part shall remain in effect until a Certificate of Completion has been issued by the Agency for the completion of the Project.

### 3.10 Rights and Remedies Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

### 3.11 Real Estate Commissions.

Neither Party shall be responsible to the other for any real estate commissions or brokerage fees, which may arise from this Agreement or otherwise be incurred by the other Party.

### 3.12 Reasonable Approvals.

Unless the context indicates otherwise, where an action under this Agreement requires approval of a Party, such approval shall not be unreasonably withheld.

### 3.13 Applicable Law.

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

3.14 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

3.15 Legal Actions.

In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorney's fees and costs incurred in such action.

3.16 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto except that there shall be no transfer of any interest by any of the Parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

3.17 Parties Not Co-Venturers.

Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

3.18 Warranties.

The Agency expresses no warranty or representation to the Developer as to fitness or condition of the Property which is the subject of this Agreement for the building or construction to be conducted thereon, except as follows: Agency has made no untrue statements or representations in connection with this Agreement, and all items transferred to Developer on or before Closing shall have been and be true, correct and complete copies of what they purport to be. Agency has not failed to state or disclose any material fact in connection with the transaction contemplated by this Agreement. Agency knows of no facts, nor has Agency failed to disclose any fact, which would prevent Developer from using and operating the Property after Closing in the manner in which it is intended to be operated by Developer.

3.19 Time is of the Essence.

In all matters under this Agreement, the Parties agree that time is of the essence.

### 3.20 Complete Understanding of the Parties.

This Agreement consists of the text of the Agreement and the attached Exhibits and constitutes the entire understanding and agreement of the Parties.

### 3.21 Good Faith.

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them and without detriment to the interests of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

### 3.22 Cooperation.

The Agency and the Developer recognize and agree that further actions and approvals and entitlements may be necessary to effectuate the intentions of the Parties and to carry out the goals of this Disposition and Development Agreement. Therefore, the Parties hereto pledge to cooperate, assist and act in good faith to accomplish such further actions as may be required to carry out both agreements.

### 3.23 Amendments to This Agreement; Approvals.

The Developer and the Agency agree to mutually consider reasonable requests for amendments to this Agreement (including any of the Attachments hereto) that may be made by any of the Parties hereto, lending institutions or bond counsel or financial consultants to the Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. Agency staff is hereby authorized to execute any such amendments to this Agreement on behalf of the Agency not otherwise requiring approval of the Agency Board or City Council pursuant to California Community Redevelopment Law. Agency staff is hereby further authorized to execute any and all approvals on behalf of Agency required by this Agreement and to take all further actions and execute all documents necessary to perform the agreements of Agency contained herein.

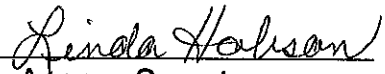
Whenever this Agreement calls for Agency approval, consent, or waiver, the written approval, consent, or waiver of the Executive Director shall constitute the approval, consent, or waiver of the Agency, without further authorization required from the Redevelopment Agency Board. Where this Agreement specifically refers to the Redevelopment Agency Board, then the approval, consent or waiver by said body is required. The Agency hereby authorizes the Executive Director to deliver such approvals, consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Agency.

WHEREFORE, the Parties have executed this Agreement in triplicate on or as of the date first above written.

REDEVELOPMENT AGENCY OF THE  
CITY OF SUISUN CITY

By:   
Executive Director

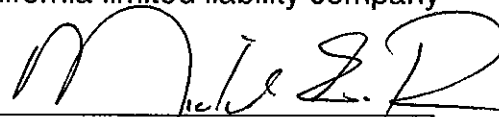
ATTEST:

By:   
Agency Secretary

APPROVED AS TO FORM:

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

MAIN STREET WEST PARTNERS, LLC,  
a California limited liability company

By:   
Michael E. Rice  
President

By:   
Frank J. Marinello  
Vice President

WHEREFORE, the Parties have executed this Agreement in triplicate on or as of the date first above written.

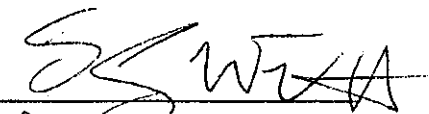
REDEVELOPMENT AGENCY OF THE  
CITY OF SUISUN CITY

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By:   
Agency Counsel

MAIN STREET WEST PARTNERS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Michael E. Rice  
President



EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

## LEGAL DESCRIPTION FOR PARCEL 1

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:

LOT 6, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

### PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING AND PUBLIC SERVICE APPURTENANT TO PARCEL ONE ABOVE, OVER AND ACROSS LOT B, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-141-100

## LEGAL DESCRIPTION FOR PARCEL 2

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:

LOT 5, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

### PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING AND PUBLIC SERVICE APPURTENANT TO PARCEL ONE ABOVE, OVER AND ACROSS LOT B, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-141-090

## LEGAL DESCRIPTION FOR PARCEL 3

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:

LOT 4, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-142-300

## LEGAL DESCRIPTION FOR PARCEL 4

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:

COMMENCING AT A POINT WHICH IS 48 FEET 6 INCHES NORTH OF THE INTERSECTION OF THE WEST LINE OF MAIN STREET, WITH THE NORTH LINE OF CALIFORNIA STREET, AS THE SAME IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUISUN CITY, WHICH MAP IS NOW ON FILE IN THE RECORDER'S OFFICE OF SOLANO COUNTY; THENCE FOLLOWING THE WEST LINE OF MAIN STREET, NORTH 20 FEET; THENCE WEST 100 FEET; THENCE SOUTH 20 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF LOT 2, IN BLOCK 2, AS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUISUN CITY WHICH MAP WAS FILED IN THE SOLANO COUNTY RECORDER'S OFFICE ON AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105.

### PARCEL TWO:

ALL THAT PORTION OF SAID ALLEY AS ABANDONED AND VACATED BY RESOLUTION RECORDED MARCH 12, 1941, INSTRUMENT NO. 2046, BOOK 225, PAGE 34, SOLANO COUNTY RECORDS, LYING TO THE WEST AND ADJACENT TO PARCEL ONE ABOVE.

APN: 0032-130-060

## LEGAL DESCRIPTION FOR PARCEL 5

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

BEING A PORTION OF LOT ONE (1) IN BLOCK TWO (2), AS THE SAME IS SHOWN ON THAT CERTAIN MAP ENTITLED: "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA ON AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF MAIN AND SOLANO STREETS IN THE CITY OF SUISUN CITY, AS INDICATED BY THE BANK BUILDING ON SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SOLANO STREET, BEING THE NORTHERLY SIDE OF SAID BANK BUILDING, WESTERLY 94.65 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID BANK BUILDING, SOUTHERLY 46.15 FEET TO THE NORTHERLY LINE OF THE PROPERTY OF CHARLES W. KOCH; THENCE EASTERLY AT RIGHT ANGLES ALONG THE NORTHERLY LINE OF THE LAND OF SAID CHARLES W. KOCH AND ALONG THE MIDDLE OF THE PRESENT PARTY WALL, 95 FEET TO A POINT ON THE WEST LINE OF MAIN STREET, AS INDICATED BY SAID BANK BUILDING; THENCE AT RIGHT ANGLES NORTHERLY ALONG MAIN STREET, 46 FEET TO THE POINT OF BEGINNING.

APN: 0032-130-010

## LEGAL DESCRIPTION FOR PARCEL 6

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, ALSO KNOWN AS UNION AVENUE, BEARING SOUTH 89 DEGREES 45' EAST, 12.00 FEET, AND SOUTH 00 DEGREES 15' WEST, 193.03 FEET FROM THE NORTHEAST CORNER OF BLOCK 27, AS THE SAME IS SHOWN ON THAT CERTAIN MAP ENTITLED: "PLAT OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION AND A PORTION OF FAIRFIELD", FILED AUGUST 29, 1859 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA IN BOOK 1 OF MAPS, AT PAGE 105, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF THE 12 FOOT WIDE ABANDONMENT OF MAIN STREET ADJOINING THE EAST BOUNDARY OF SAID BLOCK 27, THENCE FROM SAID POINT OF BEGINNING SOUTH 00 DEGREES 15' WEST ALONG THE EAST LINE OF SAID ABANDONMENT, A DISTANCE OF 79.06 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 IN BLOCK 27 AS HEREINBEFORE REFERRED TO; THENCE NORTH 89 DEGREES 45' WEST ALONG THE SOUTH LINE OF SAID LOT 8 AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 142.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00 DEGREES 15' EAST, ALONG THE WEST LINE OF LOTS 8 AND 7, IN BLOCK 27, HEREINBEFORE REFERRED TO, A DISTANCE OF 79.89 FEET; THENCE SOUTH 89 DEGREES 25' 06" EAST, 142.80 FEET TO THE POINT OF BEGINNING.

APN: 0032-082-050

## LEGAL DESCRIPTION FOR PARCEL 7

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:

LOT 10, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997, IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

### PARCEL TWO

NON-EXCLUSIVE EASEMENTS FOR PUBLIC ACCESS AND UTILITIES APPURTENANT TO PARCEL ONE ABOVE, OVER AND ACROSS PORTIONS OF LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT I, FILED SEPTEMBER 16, 1996 IN BOOK 66 OF MAPS, PAGE 42, BEING MORE PARTICULARLY DESCRIBED IN GRANT DEEDS RECORDED OCTOBER 17, 1997 INSTRUMENT NO. 1996-00070099, AND OCTOBER 3, 1997 INSTRUMENT NO. 1997-00066247, SOLANO COUNTY RECORDS.

APN: 0032-142-280

## LEGAL DESCRIPTION FOR PARCEL 8

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:

LOT 11, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

### PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING AND PUBLIC SERVICE APPURTENANT TO PARCEL ONE ABOVE, OVER AND ACROSS LOT B, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-142-250

## LEGAL DESCRIPTION FOR PARCEL 9

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:

LOT 12, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997, IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

### PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING, AND PUBLIC SERVICE APPURTENANT TO PARCEL ONE ABOVE, OVER AND ACROSS LOT D, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN:0032-142-240

## LEGAL DESCRIPTION FOR PARCEL 10

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:

LOT 14, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-600

### PARCEL TWO:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS AND PARKING, BEING APPURTENANT TO PARCEL ONE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL THREE:

LOT 15, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-580

### PARCEL FOUR:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL THREE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL FIVE:

LOT 16, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN

(Parcel 10 Legal Description Continued on Next Page)

## LEGAL DESCRIPTION FOR PARCEL 10 (CONT'D)

ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-560

### PARCEL SIX:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS AND PARKING, BEING APPURTENANT TO PARCEL FIVE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL SEVEN:

LOT 17, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, AT PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APNS: 0032-042-540 AND 0032-042-520

### PARCEL EIGHT:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS AND PARKING, BEING APPURTENANT TO PARCEL SEVEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL NINE:

LOT 18, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APN: 0032-042-300

### PARCEL TEN:

LOT 19, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF

(Parcel 10 Legal Description Continued on Next Page)

## LEGAL DESCRIPTION FOR PARCEL 10 (CONT'D)

SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA RECORDED AUGUST 25, 1976 IN BOOK 1976, PAGE 48508, INSTRUMENT NO. 29818, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL ELEVEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS AND PARKING, BEING APPURTENANT TO PARCEL TEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED AUGUST 25, 1976 IN BOOK 1976, PAGE 48508, INSTRUMENT NO. 29818, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL TWELVE:

LOT 20, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 28, 1976 IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-480

### PARCEL THIRTEEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS AND PARKING, BEING APPURTENANT TO PARCEL TWELVE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 28, 1976 IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL FOURTEEN:

LOT 21, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 28, 1976 IN BOOK 1976, AT PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-460

### PARCEL FIFTEEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED

(Parcel 10 Legal Description Continued on Next Page)



## LEGAL DESCRIPTION FOR PARCEL 10 (CONT'D)

SHRUBS AND PARKING, BEING APPURTENANT TO PARCEL FOURTEEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 28, 1976 IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL SIXTEEN:

LOT 22, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APN: 0032-042-360

### PARCEL SEVENTEEN:

LOT 23, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 3, 1976 IN BOOK 1976, AT PAGE 62446, INSTRUMENT NO. 38510, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-440

### PARCEL EIGHTEEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS AND PARKING, BEING APPURTENANT TO PARCEL SEVENTEEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 3, 1976 IN BOOK 1976, PAGE 62446, INSTRUMENT NO. 38510, SOLANO COUNTY OFFICIAL RECORDS.

### PARCEL NINETEEN:

LOTS 24 AND 25, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF CEDAR STREET WITH THE NORTHERLY LINE OF THAT 20 FOOT WIDE ALLEY AS SAID STREET AND ALLEY ARE SHOWN ON THE RECORD OF SURVEY MAP FILED FOR RECORD MARCH 9, 1979 IN BOOK 14 OF SURVEYS, PAGE 59, SOLANO COUNTY RECORDS; THENCE (1) ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 41' 09" EAST. 25.00 FEET; THENCE (2) SOUTH 2 DEGREES 25' 44"

(Parcel 10 Legal Description Continued on Next Page)

## LEGAL DESCRIPTION FOR PARCEL 10 (CONT'D)

WEST, 20.02 FEET TO THE SOUTHERLY LINE OF SAID ALLEY; THENCE (3) SOUTH 10 DEGREES 09' 33" EAST, 116.95 FEET TO THE NORTHERLY LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE (4) SOUTH 0 DEGREES 18' 51" WEST, 30 FEET, MORE OR LESS, TO THE CENTERLINE OF FLORIDA STREET.

APN: PORTION OF 0032-042-680

### PARCEL TWENTY:

A PORTION OF THAT 20 FOOT ALLEY IN BLOCK 110 AS SAID ALLEY IS SHOWN ON THE RECORD OF SURVEY MAP FILED FOR RECORD MARCH 9, 1979 IN BOOK 14 OF SURVEYS, PAGE 59, SOLANO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4 INCH IRON PIPE (TAGGED L.S. 4354) SET TO MARK THE INTERSECTION OF THE EASTERLY LINE OF CEDAR STREET (A STREET 50 FEET IN WIDTH) WITH THE SOUTHERLY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 41' 09" EAST, 20 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 41' 09" WEST, 92.69 FEET; THENCE NORTH 0 DEGREES 31' 51" EAST, 20 FEET, MORE OR LESS TO THE NORTHERLY LINE OF SAID ALLEY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 41' 09" WEST, 93.73 FEET; THENCE SOUTH 02 DEGREES 25' 4" EAST TO THE TRUE POINT OF BEGINNING.

APN: PORTION OF 0032-042-680

### PARCEL TWENTY ONE:

A PORTION OF LOT 23, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 3, 1976 IN BOOK 1976, PAGE 62446, INSTRUMENT NO. 38510, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-450

### PARCEL TWENTY TWO:

A PORTION OF LOT 19, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED AUGUST 25, 1976 IN BOOK 1976, PAGE 48508, INSTRUMENT NO. 29818, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-510

### PARCEL TWENTY THREE:

A PORTION OF LOT 14 IN BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY

(Parcel 10 Legal Description Continued on Next Page)

## LEGAL DESCRIPTION FOR PARCEL 10 (CONT'D)

RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-610

### PARCEL TWENTY FOUR:

A PORTION OF LOT 15, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-590

### PARCEL TWENTY FIVE:

A PORTION OF LOT 16, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-570

### PARCEL TWENTY SIX:

A PORTION OF LOT 17, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976 IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-550 AND 0032-042-530

### PARCEL TWENTY SEVEN:

A PORTION OF LOT 20, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 18, 1976 IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-490

(Parcel 10 Legal Description Continued on Next Page)

## LEGAL DESCRIPTION FOR PARCEL 10 (CONT'D)

### PARCEL TWENTY EIGHT:

A PORTION OF LOT 21, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 28, 1976 IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-470

## LEGAL DESCRIPTION FOR PARCEL 11

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

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN CITY, CALIFORNIA, BEING PORTIONS OF BLOCK 47, BLOCK 50 AND A 20' PRIVATE ALLEY, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF BLOCKS 46, 47, 48, 49, 50, 51, 52 AND 53 IN THE TOWN OF SUISUN CITY", FILED FOR RECORD IN BOOK 5 OF MAPS, PAGE 12, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 5, 2001, INSTRUMENT NO. 2001-00129904, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE INTERSECTION OF THE EAST LINE OF PALM AVENUE WITH THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP BEARS NORTH 84 DEGREES 26' 50" EAST, 119.60 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A POINT LYING 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, OF THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE SOUTH 00 DEGREES 12' 20" WEST, 65.00 FEET; THENCE NORTH 89 DEGREES 47' 40" WEST, 110.00 FEET; THENCE NORTH 00 DEGREES 12' 20" EAST, 65.00 FEET TO A POINT, 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, THE SOUTH LINE OF SAID FLORIDA STREET; THENCE LYING 12.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, SOUTH 89 DEGREES 47' 40" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

APN: 0032-061-390

## LEGAL DESCRIPTION FOR PARCEL 12

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:

LOTS 24 THROUGH 26, IN BLOCK 111, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE SOUTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING NORTHERLY OF LOTS 24 THROUGH 26, IN BLOCK 111, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APNS: 0032-061-260, 270, 280 AND 290

### PARCEL TWO:

LOTS 1 THROUGH 4, IN BLOCK 112, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE NORTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING SOUTHERLY OF LOTS 1 THROUGH 4, IN BLOCK 112, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APNS: 0032-061-300, 310 AND 320

### PARCEL THREE:

LOTS 22 THROUGH 26, IN BLOCK 112, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE SOUTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING NORTHERLY OF LOTS 22 THROUGH 26, IN BLOCK 112, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APNS: 0032-061-330, 340, 350 AND 360

**LEGAL DESCRIPTION FOR PARCEL 13**

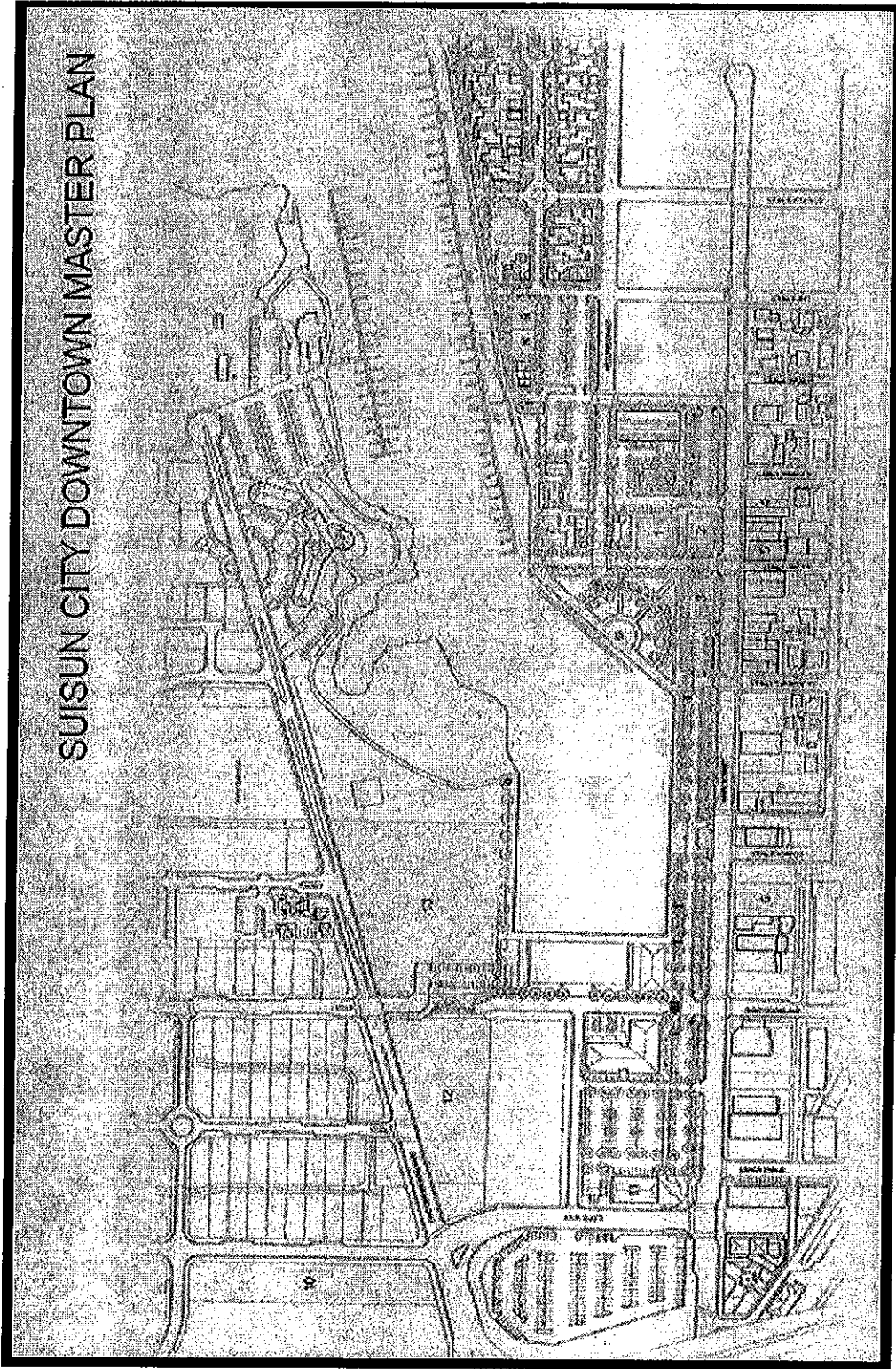
THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN CITY , AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3 AND 4, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED DECEMBER 13, 2001 IN BOOK 43 OF PARCEL MAPS, AT PAGE 3, SOLANO COUNTY RECORDS.

APN: 0032-091-170, 180, 190, 200

EXHIBIT B

SITE PLAN



SUISUN CITY DOWNTOWN MASTER PLAN

## EXHIBIT C

### SCHEDULE OF PERFORMANCE

#### ANCHOR COMMERCIAL PROPERTIES PARCELS 1, 2, 3, 5, 7, 8, & 9

1. No later than 120 Days of the Effective Date, Developer shall submit complete applications to the Planning Commission, the Agency Board and all appropriate and applicable regulatory agencies for review and approval. Parcels 1 & 2 will be processed as a single application; all remaining applications (parcels 3, 5, 7, 8, and 9) shall be submitted as separate applications. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA. A complete submittal (for Planning Commission, Agency Board and other applicable regulatory agency approval) may include, but is not limited to the following completed applications:
  - a. Architectural/Site Plan Review
  - b. Lot line adjustment and/or new parcel map
  - c. Amendment to the Downtown Waterfront Specific Plan
2. No later than 30 days after Planning Commission and Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 Days after Planning Commission approval (and BCDC approval, if applicable), Developer will submit to the City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
4. Escrow closes on all parcels no later than 45 days after Planning Commission approval.
5. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
6. Within 12 Months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.



**RESIDENTIAL PROPERTY  
PARCEL 10**

1. No later than 60 days of resolving all Department of Water Resources (DWR) Ownership and Vallejo Waterline Easement issues in conjunction with the Agency, the Developer shall submit complete application for Planning Commission/Agency Board review. Should the DWR and Vallejo Waterline Easement issues be resolved prior to the execution of the DDA, the Developer shall submit a complete application to the Planning Commission, Agency Board and all appropriate and applicable regulatory agencies for review and approval no later than 60 Days of the Effective Date. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA
2. No later than 30 days after Planning Commission and Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 Days after Planning Commission approval, Developer will submit (a) complete construction drawings for parcel 10 to the City for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
4. Escrow closes on the parcel no later than 45 days after Planning Commission approval.
5. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
6. Within 12 Months of construction commencement, Developer shall have Model Homes ready for final inspection such that a certificate of completion can be issued.

**PROPERTIES LOCATED ON WEST SIDE OF MAIN STREET  
PARCELS 4, 6, & 11**

1. No later than 360 days after the Effective Date, Developer shall submit complete applications to the Planning Commission, Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.
2. No later than 30 days after Planning Commission/Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 days after Planning Commission and Agency Board approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
4. Escrow closes on all parcels no later than 45 days after Planning Commission approval.
5. Developer shall break ground on either parcel 4 or 6 (at Developer's option) no later than 30 days after the lease or occupancy of at least seventy-five percent (75%) of the commercial and/or retail space in the building(s) constructed on parcels 1, 2, 3, 5, 7, 8, and 9. Further, Developer shall break ground on the remaining parcel (either parcel 4 or 6), as the case may be, no later than 30 days following the lease or occupancy of at least 75% of the commercial and/or retail space in the building constructed on parcel 4 or 6. Developer shall break ground on parcel 11 no later than 30 days after the lease or occupancy of at least seventy five percent (75%) of the commercial and/or retail space in the building constructed on parcel 4 or 6.
6. Notwithstanding the time-line set forth in paragraphs 4 and 5 above, Developer shall have no obligation to acquire parcel 11 if, prior to the close of escrow appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to parcel 11 on terms acceptable to Developer in its good faith discretion and Developer has, not less than 90 days prior to the date set forth in the Schedule of Performance for the close of escrow for acquisition of said parcel, notified the Agency in writing of its decision to not acquire parcel 11.
7. Within 12 months of construction commencement on each parcel, Developer shall have construction substantially complete and ready for occupancy such that a Certificate of Completion can be issued.

**PROPOSED RESIDENTIAL  
PARCELS 12 & 13**

1. No later than 120 days after the Effective Date, Developer shall submit complete applications to the Planning Commission, the Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA, subject to BCDC approval.
2. No later than 120 days after Planning Commission and BCDC approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings to for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. Escrow closes on property no later than 45 days after Planning Commission or BCDC approval.
4. Notwithstanding anything to the contrary in paragraph 3 above, Developer shall not acquire or develop parcel 12 until the earlier of the date that (1) the Agency and Developer agree in writing to another hotel site in Project Area or (2) the date that Developer notified the Agency in writing of its intention to develop a hotel on parcel 12 or (3) is two (2) years after the Effective Date.
5. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
6. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on parcel 12 (and/or 13) by no later than 24 months after completion of the Model Homes.

## EXHIBIT D

### PROJECT DESCRIPTION/SCOPE OF DEVELOPMENT

Parcels 1, 2, 3, 5, 7, 8, and 9 constitute the "Anchor Project." Parcels 1 and 2 are currently vacant sites. The current configuration of parcels 1 and 2 (as shown on the previous illustration) will be slightly modified to meet the final design criteria of the proposed buildings.

The design concept for parcels 1 and 2 is for a two-story, multi-tenant mixed-use project, with "active" ground floor retail uses, and office or residential space on the second floor. Further, a courtyard feature incorporating the existing Lawler House and a portion of the existing parking area (generally to the south of parcels 1 and 2 as they currently exist) into the land plan is an integral component of the proposed development on parcels 1 and 2. The conceptual design for parcel 3 (also a vacant site) calls for a 2-story mixed use building that will also have "active" ground floor retail uses, and office or residential space on the second floor. Further, the building on parcel 3 will be complimentary in terms of architecture and design to the development on parcels 1 and 2. Parcel 5 is an existing structure that will require significant retrofit/refurbishing in order to bring the building to current building code requirements. The Developer will agree to retrofit the existing structure in order to meet code requirements (structurally) and renovated to preserve the existing exterior architecture that will allow for more modern general commercial/retail uses. Parcels 7, 8, and 9 are vacant lots, and are slated for development with similar product relative to existing buildings (such as the Miller-Sorg building, Athenian Grill, The Gallery Salon, and Babs).

Parcels 4 and 6 are vacant lots located along the west side of Main Street. Development on these vacant lots will consist of mixed-use product. However, the ultimate design of the buildings will depend on the configuration of assembled properties along the west side of Main Street. The Developer is required to break ground on these parcels based upon 75% absorption of the "Anchor Project."

Parcel 10 is currently vacant land slated for residential development. The Agency is working toward assembling several smaller parcels (totaling approximately 6,500 square feet) that are currently controlled by the State of California Department of Water Resources (DWR).

Parcel 11 is currently a vacant "pad" parcel to the One Harbor Center Office building. This parcel is slated for commercial development. However, this parcel is subject to terms of a parking agreement with One Harbor Center that restricts the development utility of this site. If appropriate parking for the proposed development of Parcel 11 is unavailable on property immediately adjacent to the parcel on terms acceptable to Developer in its good faith discretion, the Agreement provides that the Developer may waive its right to purchase Parcel 11, and the parcel would revert back to Agency ownership.

Parcels 12 and 13 are slated for residential development. However, the Agreement provides that the Developer may not break ground on these parcels until two blocks are assembled along the west side of Main Street. Additionally, in order to encourage a hotel development within the Downtown Waterfront Area, the Developer will not be able to break ground on parcel 12 until the Agency and Developer agree in writing to another hotel site in the Redevelopment Plan Area, or two years pass after the Effective Date of the Agreement.

EXHIBIT E  
FORM OF GRANT DEED

Recording Requested By:  
Redevelopment Agency of the  
City of Suisun City  
701 Civic Center Boulevard  
Suisun City, CA 94584

When Recorded Mail to and  
Mail Tax Statements to:

[Michael E. Rice]  
710 Kellogg Street  
Suisun City, CA 94585

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**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic, of the State of California, herein called "Grantor", acting to carry out the City of Suisun City Redevelopment Plan, herein called "Redevelopment Plan", under the Community Redevelopment Law of California, hereby grants to \_\_\_\_\_, herein called "Grantee", the real property commonly known as, \_\_\_\_\_, City of Suisun City, State of California, APN \_\_\_\_\_, hereinafter referred to as the "Property", described in Exhibit A and incorporated herein by this reference.

1. The Property is conveyed subject to the Redevelopment Plan and pursuant to a certain Disposition and Development Agreement entered into by and between Grantor and Grantee dated April \_\_\_\_, 2006. The Disposition and Development Agreement is hereafter referred to as the "DDA," a copy of which is available in the City Clerk's office of the City of Suisun City.

2. Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, Grantee, its successors and assigns shall devote the Property to the uses specified in the Redevelopment Plan for the remainder of its term, for the periods of time specified therein, and the DDA for the periods of time specified therein. Subject to the respective periods of time, the foregoing covenant shall run with the land.

3. Except as otherwise permitted in the DDA, Grantee shall not, except as permitted by the DDA, sell, transfer, convey, assign or lease the whole or any part of the Property or the buildings or structures on the Property without the prior approval of Grantor, which approval will not be unreasonably withheld by Grantor. This prohibition shall not be deemed to prevent granting of easements or permits to facilitate the development of the Property.

4. Prior to satisfaction of the conditions for issuance of a Certificate of Completion for the Project (as such term is defined in the DDA), Grantor shall have the additional right, at its option, to reenter and take possession of the Property with all improvements thereon, and revert in Grantor the estate theretofore conveyed to Grantee if after conveyance of title and prior to recordation of the Certificate of Completion, Grantee (or its successors in interest) shall:

(a) Grantee does not meet its pre-disposition conditions within the relevant times set forth in the DDA;

(b) Grantee refuses to accept conveyance from the Agency of the Property within the time periods, and under such terms as required in the DDA;

(c) Grantee does not attempt in good faith to procure in a timely manner a building permit or other approvals for the Project or abandons any further attempts when there is a reasonable likelihood that such permit or the proper authority would otherwise issue other approvals in a timely manner and in substance satisfactory to Grantee;

(d) Grantee constructs or attempts to construct the Project in material deviation from the latest approved Construction Plans, as the same may be modified in accordance with the terms of the DDA;

(e) Grantee fails to submit any document required to be submitted in accordance with the DDA and/or the Schedule of Performance attached to the DDA;

(f) Absent an enforced delay as defined in the DDA, the Grantee fails to commence construction of the Project or to complete same within the time limits set forth in the DDA;

(g) Absent an enforced delay as defined in the DDA, the Grantee abandons or suspends construction of the Project for a period of sixty- (60) days after written notice by the Agency of such abandonment or suspension;

(h) The Grantee voluntarily or involuntarily undertakes a transfer not permitted by the DDA;

Such reversionary interest in the Property, provided in this Grant Deed, shall be subordinate and subject to, and be limited by and shall not defeat, render invalid, or limit:

- (i) Any mortgage, deed of trust or other security instrument permitted by the DDA;
- (ii) Any rights or interest provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments.

5. Grantee covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on

account of sex, race, color, creed, religion, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person, or of a group of persons, on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In leases: "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

6. No violation or breach of the covenants, conditions, restrictions, provisions of limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the DDA; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and

provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. The covenants contained in paragraphs 2, 3, 5 and 6 of this Grant Deed shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of Grantor and for the entire periods during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land of interest therein to which such covenants relate. Grantor, in the event of any breach of any such covenants shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach pursuant to the conditions and limitations of the DDA. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by Grantor and its successors.

8. In the event of any express conflict between this Grant Deed and the DDA, the provisions of the DDA shall control.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

REDEVELOPMENT AGENCY OF THE  
CITY OF SUISUN CITY

\_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Agency Secretary

Approved as to form:

\_\_\_\_\_  
Agency Counsel

The provisions of this Grant Deed are hereby approved and accepted.

\_\_\_\_\_



EXHIBIT F

FORM OF CERTIFICATE OF COMPLETION

Recording Requested By:  
Redevelopment Agency of the  
City of Suisun City  
701 Civic Center Boulevard  
Suisun City, CA 94584

When Recorded Mail to and  
Mail Tax Statements to:

[Michael E. Rice]  
710 Kellogg Street  
Suisun City, CA 94585)

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This document is exempt from payment of a recording fee  
pursuant to Government Code Section 27383

CERTIFICATE OF COMPLETION

**THIS CERTIFICATE OF COMPLETION** (the "Certificate") is made as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ by the **REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**, a public body corporate and politic (the "**Agency**"), in favor of **MAIN STREET WEST PARTNERS, LLC**, a California limited liability company (the "**Developer**"), as of the date set forth below.

RECITALS

A. The Agency and the Developer have entered into that certain Disposition and Development Agreement (the "DDA") dated) April \_\_, 2006, concerning the redevelopment of certain real property situated in the City of Suisun City, California as more fully described in Exhibit "A" attached hereto and made a part hereof.

B. As referenced in Section 4.10, Part One of the DDA, the Agency is required to furnish the Developer or its successors with a Certificate of Completion upon completion of construction of the Improvements (as defined in the DDA). This Certificate is conclusive determination of satisfactory completion of the construction and development required by the DDA.

C. The Agency has conclusively determined that such construction and development has been satisfactorily completed.

**NOW, THEREFORE**, the Agency hereby certifies as follows:

1. The improvements to be constructed by the Developer have been fully and satisfactorily completed in conformance with the DDA. Any operating requirements

and all use, maintenance or nondiscrimination covenants contained in the DDA shall remain in effect and enforceable according to their terms.

2. Nothing contained in this instrument shall modify in any other way any other provisions of the DDA.

**IN WITNESS WHEREOF**, the Agency has executed this Certificate as of the date set forth above.

REDEVELOPMENT AGENCY OF THE  
CITY OF SUISUN CITY,  
a public body corporate and politic

\_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary



Exhibit A

Legal Description

[Insert Legal Description]

EXHIBIT G  
APPRAISALS

**SUMMARY REPORT OF:**

*A Complete Appraisal of  
Ten Vacant Parcels in the  
Main Street West Project  
Suisun City, California*

**DATES OF VALUATION:**

*November 1, 2005 - Date of Value  
November 8, 2005 - Date of Report*

**PREPARED FOR:**

*Al DeSilva  
Interim Economic Development Director  
Suisun City Redevelopment Agency  
701 Civic Center Boulevard  
Suisun City, California 94585*

**PREPARED BY:**

*Garland and Associates  
1455 Oliver Road, Suite 290  
Fairfield, California 94534-3463  
(707) 429 8660*

**GARLAND &  
ASSOCIATES**  
REAL ESTATE APPRAISERS AND CONSULTANTS

Ronald G. Garland, MAI, SRA  
Lena Garland, SRA  
Jill Zuerner  
John T. Zazrivy  
Business Manager  
Noreen O Regan

November 8, 2005

Al DeSilva  
Interim Economic Development Director  
Suisun City Redevelopment Agency  
701 Civic Center Boulevard  
Suisun City, California 94585

Dear Mr. De Silva,


The following summary report of a complete appraisal of ten parcels located in the Main Street West project in Suisun City, California, has been prepared in response to your request. The purpose of this appraisal was to form an opinion of the fair market value of the fee simple interest in the subject property. Seven of the parcels are intended to be sold in one bulk sale transaction, and three of the parcels are intended to be sold individually and have been analyzed accordingly. The value opinions are in terms of cash or cash equivalence, and consistent with the Definition of Fair Market Value included in this report. This appraisal is intended to be in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as a complete appraisal in a summary reporting format.


Please refer to the Assumptions and Limiting Conditions and Appraisal Scope located on pages III through V of the Introduction, which limit this report. All data gathered in this investigation is from sources believed to be reliable.

In our opinion, as of November 1, 2005, the fair market value of the fee simple interest in the seven bulk sale parcels was \$815,000. The fair market value of Parcel 4 was \$22,000, the fair market value of Parcel 6 was \$108,000, and the fair market value of Parcel 11 was \$143,000.

In our opinion, the fair market value of the subject properties is also the 'Fair Market Price' in the context of California Labor Code Section 1720 (b) (3). This letter must remain attached to this report which contains 47 pages and Addenda in order for the value opinion set forth to be considered valid.

Sincerely,

  
Ronald G. Garland, MAI, SRA  
CA #AG001662

  
Jill Zuerner  
CA #AG014459

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## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following *SPECIFIC* assumptions and limiting conditions:

1. This report is intended to serve as a valuation guide for potential sale purposes. The client of this appraisal is the Suisun City Redevelopment Agency. The intended users are the Redevelopment Agency, the City of Suisun City, Main Street West Partners, and the California State Departments of Water Resources and Labor Relations. We do not authorize the use of this appraisal by any other parties, or for any other use. Any other parties choosing to utilize this appraisal do so at their own risk, and without our consent.
2. The client has defined this assignment as a complete appraisal in a summary report format. Summary reports are not intended to completely convey the considerations and/or analysis of the appraisers. The reader is advised that there may be portions of the analysis that are not included in this summary report.

This appraisal is subject to the following *GENERAL* assumptions and limiting conditions:

1. Reliance upon this report by any intended user is implied concurrence that the Scope of Work of the appraisal assignment is appropriate for the intended use of that user.
2. It is the responsibility of the client to read this report and to inform the appraisers of any errors or omissions of which he/she is aware of before using this report or making it available to a third party.
3. Unless otherwise stated in this report, the existence of hazardous substances, which may or may not be present on the property, was not called to our attention nor did we become aware of such during the inspection. We have no knowledge of the existence of such substances on or in the property unless otherwise stated and we are not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion reported herein is predicated on the assumption that no such hazardous substances exist in or on the property, or in such proximity that would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.
4. Unless specifically stated in this report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, hold, or construct the property appraised at the appraised value. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.
5. No liability is assumed for matters legal in character.
6. We assume that there are no defects of title and that the property is free and clear of all liens or encumbrances.
7. No right or obligation to expert testimony or attendance in court by reason of this appraisal, with reference to this property, is included, unless arrangements have been previously made.
8. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor

ASSUMPTIONS AND LIMITING CONDITIONS continued

may it be used for any purposes by any but the principal to whom it is addressed without said principal's previous written consent, and in any event, only with the proper qualifications.

9. The information furnished by others, as identified in this report, is believed to be accurate and reliable, but no guarantee is made as to the correctness thereof.
10. Any sketches in this report are included to assist the reader in visualizing the property. Land dimensions were taken from available public information and we assume no responsibility for these dimensions.
11. The projections of costs, income, and expenses for the subject property are not predictions of the future. These projections are our best estimates of the current market thinking about what future income and expenses will be. We make no warranty or representation that these projections will materialize. The real estate market is constantly fluctuating and changing and it is not our task to estimate the conditions of a future real estate market. We can only reflect what the investment community envisions for the future in terms of rental rates, expenses, supply and demand.
12. Neither all nor any parts of the content of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute, or to the MAI or SRA designations) shall be disseminated to the public through any media or to any other parties without prior written consent and approval.
13. Ronald G. Garland and Jill Zuerner are certified by the State of California as General Real Estate Appraisers. However, we are not licensed or certified in the fields of building inspection or civil, soils, structural, or environmental engineering. We believe that the subject property is not adversely impacted by hidden or unapparent conditions relative to these fields, unless otherwise stated within this report.
14. We assume that there are no hidden or unapparent conditions which would influence the value of the subject property.

## SCOPE OF APPRAISAL

1. Discussed with the client the nature of the assignment, including an agreement of the purpose and intended use of the report, date of valuation and report, property rights and interest appraised, extraordinary assumptions, values to be reported, and any other appropriate restrictions or limitations to be placed on the scope of the assignment.
2. Inspected and photographed the subject properties.
3. Investigated current ownership and recent history of the subject property. Reviewed preliminary title reports and BCDC permit.
4. Investigated the city, area, and immediate location in relation to the impact of these locales on the subject property.
5. Checked with the Suisun City Planning Department regarding current and reasonable future zoning, land use policies, development requirements, and current and proposed developments that may impact the subject property.
6. Formed an opinion of the highest and best use of the subject property.
7. Researched comparable sales, including public records, other appraisers, active and knowledgeable brokers, and publications providing comparable sale data.
8. Confirmed comparable data to the extent necessary, preferably with parties immediate to each transaction.
9. Developed an opinion of the value of the subject property by use of appropriate appraisal techniques.
10. Prepared the written complete appraisal/summary report.

## PROFESSIONAL QUALIFICATIONS RONALD G. GARLAND, MAI, SRA

Ronald G. Garland, MAI, SRA is a real property analyst and appraiser, experienced in the appraisal of single and multi-family residential, subdivision, office, retail, light industrial, speculative land, development land, and agricultural land. In addition to appraisal, Mr. Garland is experienced in the analysis and valuation of various complex and special purpose properties, along with development valuation, analysis, and feasibility studies. Specialized studies include absorption analysis, financial feasibility analysis, development cash flow analysis, conservation easements, and complex or specialized property highest and best use analysis. Mr. Garland has testified as an expert witness in the Solano, Napa, Contra Costa, and Sacramento County Superior Courts relating to various real estate valuation topics.

Mr. Garland holds both the MAI and SRA designations of the Appraisal Institute and has been recertified under the voluntary program of continuing education for the designated members of the Institute. Mr. Garland served an elected term as a member of the National Board of Directors of the Appraisal Institute from 1996 through 1999 and served as the 1995 President of the San Francisco Bay Area Chapter of the Appraisal Institute. Mr. Garland is also certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).

### EMPLOYMENT

July, 1983	Owner/Operator, Garland and Associates
July, 1979	District Appraisal Officer, Bank of America
December, 1976	Appraiser, Merced County Assessor's Office

### EDUCATION

University	University of California at Davis, Bachelor of Science in Agricultural Science and Management (1976)
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Appraisal Courses	<b>Appraisal Institute:</b> USPAP Update (2005) Effective Appraisal Writing (2004) Standards of Professional Practice Part C (2000) The Appraiser as an Expert Witness - Preparation & Testimony (1999) Condemnation Appraising: Advanced Topics and Applications (1999) Advanced Income Capitalization (1998) Advanced Sales Comparison and Cost Approaches (1996) Highest & Best Use and Market Analysis (1995) Standards of Professional Practice Parts A & B (1995)
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**PROFESSIONAL QUALIFICATIONS**  
**RONALD G. GARLAND, MAI, SRA (continued)**

Appraisal Courses    **Appraisal Institute:** (cont.)  
Capitalization Theory & Techniques, Part B (AIREA, 1986)  
Valuation and Report Writing (AIREA, 1985) Case Studies (AIREA, 1985)  
Electronic Spreadsheet in the Appraisal Office (AIREA, 1985)  
Residential Valuation (AIREA, 1984)  
Subdivision Analysis (AIREA, 1982)  
Introduction to Appraisal (SREA, 1978)  
Income Property Appraisal (SREA, 1978)

**RECENT CONTINUING EDUCATION**

Seminars/Workshops    **Appraisal Institute:**  
Annual Fall Conference (2004)  
Estimating Loss in Value (2004)  
The Appraiser's Workfile: What, When, Where and Why? (2004)  
Appraisal Litigation Practice and Courtroom Management (2003)  
Case Studies in Limited Partnership and Common Tenancy (2003)  
The Yellow Book Seminar (2002)  
Entitlement, Land Subdivision and Valuation (2001)  
Communications Corridors, Tower Sites, and Property Rights (2001)  
Federal Land Exchanges and Acquisitions: Appraisal Issues  
and Applications (2000)  
Public Interest Value vs. Market Value Seminar (1999)  
The Condemnation Process (1998)  
Wetlands Valuation (1998)  
Valuation of Detrimental Conditions (1998)  
Defending and Attacking Appraisals in Litigation (1997)  
New Industrial Valuation (1997)  
Vineyard Valuation (1997)  
Litigation Skills for the Appraiser (1997)  
Residential Subdivision Feasibility Analysis and Design (1995)  
Residential Litigation (1995)  
Federal and State Laws and Regulations (1995)  
Mello Roos/Assessment Bonds (1995)  
Eminent Domain (1995)  
Understanding Limited Appraisals - General (1994)  
Litigation Valuation (1994)  
Assessment Bond Seminar (1993)  
Americans With Disabilities Act Seminar (1992)  
Easement Valuation (1992)  
Wetlands and Wetland Mitigation Values (1992)  
Subdivision Analysis (1990)  
Rates, Ratios, and Reasonableness (1989)  
Feasibility Analysis & Highest & Best Use (1989)

**PROFESSIONAL QUALIFICATIONS**  
**RONALD G. GARLAND, MAI, SRA (continued)**

**International Right of Way Association**

Transportation Corridors (1999)  
Taking "Special" out of Benefits (1997)  
Condemnation Appraising and Mock Trial (1997)  
Contaminated Properties (1993)

**AFFILIATIONS**

Northern California Chapter, Appraisal Institute  
Sacramento Sierra Chapter, Appraisal Institute  
Real Estate Analysis Microcomputer User Group  
Contributing Member of the Real Estate Research Council  
of Northern California  
Solano Commercial Broker Association  
Solano Economic Development Corporation (SEDCORP)

**RECENT PROFESSIONAL ACTIVITIES**

**Appraisal Institute:**

Member of the National Nominations Committee (2000)  
Member of the National Board of Directors (1997-1999)  
Region I Vice Chair (1997-1998)  
National Finance Committee (1998-1999)  
San Francisco Bay Area Chapter President (1995)  
San Francisco Bay Area Chapter Vice President (1994)  
San Francisco Bay Area Chapter Treasurer (1993)  
Northern California Chapter Secretary (1992)  
Northern California Chapter Board of Directors (1989-92)  
Sierra-Nevada Chapter Board of Directors (1989-91)  
Northern California Chapter Long Range Planning Committee (1989)  
Northern California Chapter Admissions Committee (1986-90)  
Professional Standards Review and Counseling Committee (1984-91)

**COMMUNITY ACTIVITIES**

Cordelia Rotary, Charter Member and 2001-2002 President

## PROFESSIONAL QUALIFICATIONS JILL ZUERNER

Jill Zuerner is an Associate Appraiser with Garland and Associates, Real Estate Appraisers and Consultants and is active in the appraisal and analysis of various income producing properties, both existing and proposed. In addition to appraisal, Ms. Zuerner is active in the analysis of various complex and special purpose properties, including the analysis of absorption, financial feasibility, and complex or specialized property highest and best use. Ms. Zuerner is certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG014459) and is a General Associate Member of the Appraisal Institute.

### EMPLOYMENT

October, 1985                      Associate Appraiser with Garland and Associates, Real Estate Appraisers and Consultants

### EDUCATION

Bachelor of Science              Auburn University, Alabama, Sociology

Appraisal Courses                Appraisal Institute

Income Valuation of Small, Mixed-Use Properties (2004)  
Effective Appraisal Writing (2004)  
Appraising the Tough Ones (2003)  
Business Practice & Ethics (2003)  
USPAP Update (2003)  
Standards of Professional Appraisal Practice, Part C (2001)  
USPAP Update (2000)  
Report Writing and Valuation Analysis (1999)  
Advanced Income Capitalization (1998)  
Standards of Professional Practice Parts A and B (1993)  
Capitalization Theory and Techniques Part A (1992)  
Capitalization Theory and Techniques Part B (1992)  
Federal and State Laws and Regulations (1995)  
Critical Thinking/Effective Writing (1994)  
Uniform Commercial/Industrial Appraisal Report (1994)  
Understanding Limited Appraisals - General (1994)  
Americans With Disabilities Act (1992)  
Valuation Procedures (1988)  
Real Estate Appraisal Principles (1987)  
Standards of Professional Appraisal Practice (1987)  
Written Communication (1988)

### AFFILIATIONS

General Associate Member, Northern California Chapter of the Appraisal Institute

## APPRAISAL ASSIGNMENT

The Redevelopment Agency of Suisun City is in negotiation to sell 13 properties to Main Street West Partners, who intend to develop the parcels to a combination of retail and residential uses. In this appraisal, we have not appraised the specific project that Main Street Partners is planning. We have formed "as is" opinions of value of each of the 13 parcels included in the project, based on the existing condition and zoning designation, with the recognition that there is a reasonable anticipation the zoning may be changed in the future. The appraisals of 10 of the properties are included in this report, and the other three properties are in another document.

In this report, we have formed an opinion of the bulk sale value of Parcels 1, 2, 3, 5, 7, 8, and 9 of the Main Street West project in Suisun City, California. Parcels 4, 6 and 11 have not been included in the bulk sale valuation, but have been valued independently of the other parcels and also included in this report.

The intended use of this appraisal is to assist with establishing the price of the subject properties in this transaction. During the course of this assignment we have been asked to comment on how this appraisal relates to "fair market price" as referenced in Section 1720 *et seq.* of the California Labor Code. No accepted definition of this term is available. The appraisal profession does not have a recognized definition of this term, nor is "fair market price" defined in any other state code section. In our opinion, "fair market price" is equal to the definition of "Fair Market Value" as defined in the California Code of Civil Procedures §1263.420.

In conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), these are intended as complete appraisals in a summary reporting format. The value opinions are in terms of cash or cash equivalence.

## CLIENT, INTENDED USE AND USERS

The client of this appraisal is the Suisun City Redevelopment Agency. The intended users are the Redevelopment Agency, the City of Suisun, Main Street West Partners, and the State of California Department of Labor Relations. The intended use of the appraisal is to serve as a valuation guide for potential sale purposes. The appraisers do not authorize the use of this appraisal by any other party, or for any other use.



## **DATES OF APPRAISAL**

November 1, 2005 (date of value)

November 8, 2005 (date of report)

## **PROPERTY RIGHTS APPRAISED**

This is an appraisal of the fee simple interest in the subject property. *Fee simple interest* is defined as "absolute ownership, unencumbered by any other interest or estate."<sup>1</sup> However, all ownerships are subject to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

## **DEFINITION OF FAIR MARKET VALUE**

"(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant method is its value on the date of valuation as determined by any method of valuation that is just and equitable."<sup>2</sup>

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<sup>1</sup> *Dictionary of Real Estate Appraisal*, 4th Edition, The Appraisal Institute

<sup>2</sup> California Code of Civil Procedure §1263.420

## **“BULK” APPRAISAL PREMISE**

The *bulk appraisal premise* represents the fair market value that would be realized if a single buyer purchased multiple individual units of realty from a single seller. That is, it is the value of a number of parcels of realty should they be sold as a single package to a single buyer in a single transaction on the effective date of value. The average price paid for the individual units in a bulk transaction is typically lower than if the units had been purchased individually by the buyer.

## **APPRAISAL PROCESS**

In this appraisal, we will form an opinion of the fair market value of the fee simple interest in all of the properties. Three of the properties are intended to be sold on an individual parcel transaction basis, and have been appraised accordingly. Seven of the subject properties are intended to be sold in a single transaction, and have been appraised according. The fair market value of multiple properties sold in a single transaction from one seller to one buyer through a single close of escrow is commonly referred to by the appraisal profession as the bulk sale value.

In order to form an opinion of the value of the properties, we will analyze those external and internal characteristics that may have an impact on value. As a means of quantifying value, various marketplace activities will be analyzed. The direct comparison approach, commonly known as the sales comparison approach, is a direct analysis of sales of comparable properties to draw conclusions regarding the value of the property. The market provided sufficient data for this type of analysis.

The parcels included in a bulk sale transaction and have been appraised accordingly. Because of the lack of comparable bulk sale transactions for a direct comparison analysis the fair market value of the bulk sale transaction parcels has been analyzed by a discounted cash flow analysis, which is a recognized appraisal methodology within the income approach to value. The discounted cash flow analysis first estimates the individual fair market value of the different components of the property as indicated by a direct comparison approach analysis to provide the cashflows. The value of the properties is then reflected cashflows the value indication by consideration of the various costs and expenses associated with development over time. Consistent with typical marketplace forces the net cash flows, after holding costs, expenses, and profit, have been then discounted to a present value.

## LOCATION

The subject properties are located in Suisun City, California. Parcels 2, 3, 4, 5, and 6 are located on Main Street, Parcels 1 and 7 are located on Solano Street, and Parcels 8 and 9 are located east of Kellogg Street at Line Street. Parcel 11 is located on Lotz Way, east of Main Street.

## LEGAL DESCRIPTION

The complete legal descriptions of the nine subject properties can be found in the preliminary title reports included in the Addenda of this report. The properties are located in the state of California, county of Solano, and city of Suisun City and commonly known as Assessor parcel numbers:

Parcel 1 - 32-141-10  
Parcel 2 - 32-141-09  
Parcel 3 - 32-142-30  
Parcel 4 - 32-130-06  
Parcel 5 - 32-130-01  
Parcel 6 - 32-082-05  
Parcel 7 - 32-142-28  
Parcel 8 - 32-142-25  
Parcel 9 - 32-142-24  
Parcel 11 - 32-061-39

## HISTORY

The nine subject parcels are owned by the Suisun Redevelopment Agency. On October 27, 2004, the Redevelopment Agency purchased Parcel 4 from Varaday and Lynn Investments for \$92,500. At the time of sale, the site was improved with a 1,880 square foot one story unreinforced brick commercial building that had been vacant for some time. The building has been demolished and removed from the site. Parcel 5 was purchased by the City from Wayne Sutton, et al on October 29, 2004 for \$250,000. Just prior to this sale, the property was in escrow with a private buyer, but that sale failed and the seller was motivated to sell the property. Parcel 6, formerly a mobile home park, was purchased by the Redevelopment Agency from Tommy and Maxine Lewis on April 13, 2001 for \$209,000. Parcel 11 transferred to the Redevelopment Agency from One Harbor Center on May 30, 2003, but this was not a sale of this parcel. Parcel 7 was in contract to sell to the Buckhorn Restaurant in mid-2001 with a price of \$96,000. This buyer decided not to complete this sale in August 2001.

During July 2005, the Redevelopment Agency entered into an Exclusive Negotiation Agreement with Main Street West Partners, LLC. This agreement includes the ten subject properties, as well as additional sites along Lotz Way and Civic Center Boulevard. The project is known as Main Street West, and will be developed to a mix of retail and residential uses. The sale price will be based on the appraised value of the properties.

## LOCATION DESCRIPTION

The ten subject properties are located in the downtown waterfront district of Suisun City, south of Highway 12. Parcel 11 is located on Lotz Way, just east of the intersection with Main Street. Parcels 4, 5, and 6 are located along the Main Street corridor, in Old Town Suisun City. Parcels 1, 2, and 3 are located at the intersection of Main and Solano Street, at the entrance to the waterfront/promenade area. Parcels 7, 8, and 9 are located adjacent to the waterfront/promenade.

This area of the city contains a mix of uses, ranging from small, older retail uses along Main Street to a new three story Class A professional office project at the intersection of Main Street and Lotz Way. The residential uses range from older, fair condition single family dwellings west of Main Street to an older fair condition mobile home park just south of Highway 12, to relatively new single family residential development and renovated apartment projects east of Civic Center Boulevard. A park-and-ride site and the Capitol Corridor train station are located in the northern portion of this neighborhood, near Parcel 11. Although several properties along Main Street have been renovated, the majority are older and in only fair condition. The Suisun City governmental offices are located on the southern portion of Civic Center Boulevard, adjacent to the Suisun Slough waterfront. There are also two mid-sized city parks in this neighborhood.

The Suisun Slough is between Main Street and Civic Center Boulevard. The majority of the Suisun Slough shoreline is developed with seawalls and a wide pedestrian promenade. A portion of the eastern shoreline is in a relatively native condition. There is a relatively new 150 slip marina with a 300 foot guest dock and Harbor Master building along the western shoreline and several popular restaurants and businesses. The Suisun Yacht Club is on the east side of the slough, south of City Hall.

Demand for new commercial development in Suisun City has been slow, but demand for residential properties is strong, similar to the remainder of Solano County. There are several non-contiguous vacant sites and one improved property, including the ten subject sites of this appraisal, along Main Street, Civic Center Boulevard, Lotz Way, and along the waterfront that have been assembled by the Redevelopment Agency and have been marketed for sale. The majority of these sites are zoned for commercial development. As was mentioned, the Redevelopment Agency is currently in negotiation to sell these vacant sites to Main Street West Partners, who plan to develop the vacant sites to a combination of retail and residential

**LOCATION DESCRIPTION** continued

uses. This new development in the downtown/waterfront area of Suisun City is anticipated to revitalize this area.

**PARCEL 5, 701 MAIN STREET**

Parcel 5 is located on the corner of Main and Solano Streets in the southern portion of the historic downtown portion of Suisun City, and is the only improved property included in the subject. Although several properties along Main Street have been renovated, the majority are older and in only fair condition. The subject building has been vacant for several years, and in its current condition, is not usable. Older residential uses are to the west.

**Site Description**

The subject site contains 4,425 square feet and has a rectangular shape, with 46 feet of frontage on Main Street and 95 feet of frontage on Solano Street. Both streets are two-lane and asphalt-paved. The topography of the site is level, all off-site improvements are complete, and all urban utilities are available.

**Zoning**

The site is included in the Downtown Waterfront Specific Plan area and is designated MC, or Main Street Commercial. The intent of this designation is to preserve the historic character of "Old Town" Suisun City. This district is primarily intended to preserve and enhance a mix of retail, speciality, and related uses traditionally found within the older central retail district of small cities. A variety of downtown retail and commercial uses are permissible, and professional offices and residential uses are allowed on the upper floors. Restaurants and cafés are also allowable uses.

**Easements**

We were provided with a preliminary title report completed by North American Title Company, dated July 11, 2005, which has been included in the Addenda of this report. This title report did not indicate any easements.

**Environmental Information**

The site is located in a Flood Zone C (areas of minimal flooding), as indicated on the FEMA Suisun City Map 060372 0001 B, dated June 1, 1982. This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of northern California are subject to

**PARCEL 5, 701 MAIN STREET** continued

seismic activity. This area is not impacted by any designated wetlands. There have been no publicized environmental problems associated with this area. The value contained in this report assumes there are no environmental problems, including soil and ground water contamination.

**Tax and Assessment Data**

Public records indicate the subject is assessed for a total of \$110,062 (\$50,539 in land and \$59,523 in improvements). California law requires the Assessor to reassess a property upon sale, and current levels of assessment are of no consequence to a potential buyer of the subject.

**Improvement Description**

The improvements consist of a 4,324 square foot, one story unreinforced brick structure that was originally constructed in 1911. The property has had several occupants in recent years, including a bank and a restaurant. The building has an appealing architectural design, superior to many of the downtown buildings, but is in poor condition. The interior of the building has been completely gutted, and the unreinforced brick construction warrants seismic retrofit to make the property safe for occupancy. According to information provided by the City, the minimum cost of this retrofit, not including any cosmetic or interior tenant improvements, is in the range of \$350,000.

The building occupies nearly the entire site, and no on-site parking is available. City parking lots are located one block to the east, by the waterfront area, and one block north.

**Highest and Best Use**

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>3</sup>

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the property. Finally, it must be the maximally productive use, or the use that produces the highest net return and the highest present value to the land.

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<sup>3</sup> *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute

**PARCEL 5, 701 MAIN STREET** continued**Highest and Best Use of the Site, as Vacant****Legally Permissible**

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. The subject property is included in the Downtown Waterfront Specific Plan area, and designated for commercial development, and that use is legally permissible.

**Physically Possible**

Potential uses of a site are related to its location, size, shape, and topography. The site is located in the historic "Old Town" area of Suisun City, across from the recent waterfront commercial development and vacant sites planned for near-term retail development. The site contains 4,425 square feet, has a rectangular shape, a corner location, and a level topography. Development of the legally permissible commercial uses would be physically possible. No on-site parking is required, and public lots are within one block.

**Financially Feasible**

Demand for new commercial development in Suisun City has generally been slow, predominantly focused in the waterfront and a commercial area along Highway 12 at Grizzly Island Road. The location of the subject site one block from the waterfront/promenade area, one of the areas in Suisun City where new commercial development has occurred, suggests that near-term commercial development of the site would be financially feasible. Development of a multi-story building, perhaps with retail uses on the ground floor and office or residential uses on the upper floor(s) would maximize use of the site.

**Maximum Productivity**

The maximally productive use of a site is the use that creates the highest value to the land. Commercial development is legally permissible, physically possible, and financially feasible, and is the maximally productive use of the site.

**Highest and Best Use of the Existing Improvements**

The existing improvements, a one story 4,324 square foot commercial building constructed in 1911, are not the highest and best use of the site, as if vacant. The improvements are in poor condition, are not seismically safe and up to current code, and are not safe for occupancy. However, the building exterior has an appealing and unique architectural design, superior to many of the old town Suisun City buildings and could be renovated for use as a retail/commercial project. The building has character and charm not found in most new buildings.



**PARCEL 5, 701 MAIN STREET** continued

This unique character of the improvements is the reason the marketplace would choose to renovate the property instead of demolish it and develop a new building.

The subject property has been in its current condition for a number of years, and has been offered for sale. Only recently have property values increased to the level that make seismic retrofit and renovation financially feasible. As was mentioned, the cost of seismic retrofit would be in the range of \$350,000, or \$81.00 per square foot of building area. A new roof and HVAC system, plus all interior tenant improvements, would add another \$50.00 to \$75.00 per square foot in renovation cost, for a total renovation cost of approximately \$130.00 to \$160.00 per square foot of building area. Renovated older buildings in the historic downtown areas of Solano County cities have recently been selling in the \$200.00 to \$300.00 per square foot price range. In fact, during April 2005, a renovated 2,500 square foot one story building (plus basement) located at 438 Main Street in the historic downtown area of Vacaville sold for \$825,000, or \$330.00 per square foot. For informational purposes, a photograph of this property has been included in the Addenda of this report.

Based on the value conclusion of this appraisal, seismic retrofit and renovation of the building is financially feasible, and is the highest and best use of the existing improvements.

**Valuation**

In order to form an opinion of the bulk sale value of the subject property, it is necessary to estimate the individual fair market value of the 10 subject properties. In this analysis, the direct comparison approach has been used. The highest and best use of the subject property is extensive renovation, including seismic retrofit, and the use as an income producing property. In order to develop a value indication by the direct comparison approach, six recent sales of relatively comparable properties in the historic downtown areas of Fairfield, Vacaville, and Rio Vista have been analyzed and compared to the subject property. The six sales include the purchase of the subject by its current owners. The sales analyzed are believed to be the most similar to the subject available for analysis, reflect market conditions in this immediate area, and are the best indicators available of the fair market value of the subject in its "as is" condition.

There are typically two units of comparison utilized in the direct comparison approach to value. These units of comparison are the price per square foot and the gross income multiplier. The price per square foot analysis is a physical comparison, comparing the physical differences between the sales and the subject, and is considered the most relevant in

**PARCEL 5, 701 MAIN STREET** continued

this analysis. A gross income multiplier analysis is not relevant because the subject is not in a rentable condition.

For the convenience of the reader, pertinent data regarding the subject and the six comparables along with the value conclusion by direct comparison appear in the chart below. This chart provides the reader with a line-by-line comparison between the subject and the comparable properties. More complete information and photographs of these properties may be found in the Addenda of this report, and a map showing the location of these comparables appears opposite the summary chart. A brief discussion of the analysis of the comparable sales follows.

	INDICATED SUBJECT VALUE	SALE ONE	SALE TWO	SALE THREE	SALE FOUR	SALE FIVE	SALE SIX
	701 Main Street Suisun City	701 Main Street Suisun City	717 Main Street Suisun City	309-311 Merchant St. Vacaville	700 Texas Street Fairfield	231 Main Street Rio Vista	506 Main Street Vacaville
Date of Sale	N/A	10/29/04	10/27/04	08/03/04	02/04/04	01/12/04	05/08/03
Sale Price	N/A	\$250,000	\$92,500	\$573,000	\$1,100,000	\$295,000	\$470,000
Adjusted Price	\$275,000	\$250,000	\$92,500	\$573,000	\$1,100,000	\$295,000	\$470,000
Year Built	1911	1911	1890	1940	1920	1927	1905
Rentable SF	4,324	4,324	1,880	4,800	11,000	5,200	5,900
Site Area in SF	4425	4425	2131	6302	14985	5400	5965
Site Coverage	97.72%	97.72%	88.22%	76.17%	73.41%	96.30%	98.91%
Price/SF	\$63.60	\$57.82	\$49.20	\$119.38	\$100.00	\$56.73	\$79.66

- 1 701 Main Street, Suisun City, 4,324 square feet sold 10/04 for \$57.82 per square foot  
This is the October 2004 sale of the subject property. The sellers in this transaction had the property in contract to another private buyer, but that sale failed, and the sellers were motivated to sell the property.

This sale of the subject property is one year old, and the overall market has improved

**PARCEL 5, 701 MAIN STREET** continued

during the past year. In addition, the sellers in this transaction were motivated to sell, and upward adjustment to the \$57.82 per square foot price of this transaction is necessary for these reasons. The physical condition of the property is the same as at the time of this sale. This year old sale of the subject property indicates the current market value is greater than \$57.82 per square foot, in the range of \$60.00 to \$65.00 per square foot.

2 717 Main Street, Suisun City, 1,880 square feet sold 10/04 for \$49.20 per square foot

This property is located in the downtown waterfront area of Suisun City, on Main Street between Solano and California Streets, one-half block south of the subject. The developed waterfront/promenade area is across Main Street from this building. The building was constructed in 1890 on a long narrow site with only 20 feet of frontage, and was unreinforced brick construction. Subsequent to the purchase of this building by the City, the building was demolished to accommodate new development in this area. There was a previous sale of this property in July 2003 for \$75,000, or \$39.89 per square foot.

Downward adjustment to the \$49.20 per square foot price of this comparable is necessary because of the larger size of the subject. Upward adjustment is necessary because of the superior architectural appeal and corner location of the subject. Additional upward adjustment is necessary because of the superior current market conditions compared to conditions at the time of this sale. After adjustments, this comparable indicates the market value of the subject is greater than \$49.20 per square foot, in the range of \$60.00 to \$65.00 per square foot.

3 309-311 Merchant Street, Vacaville, 4,800 square feet sold 08/04 for \$119.38 per square foot

This property is located on the northern portion of Merchant street, just south of the intersection with Main Street in the downtown area of Vacaville. Tenants at the time of sale included a barber shop, a hair salon, and a printing company. The buyer in this transaction is an investor. The building was constructed in approximately 1940, is wood frame and brick construction, and was in average condition at the time of sale. There is no on-site parking, but City lots are nearby.

Downward adjustment to the \$119.38 per square foot price of this comparable is necessary because of the overall superior downtown Vacaville market. Additional downward adjustment is necessary because of the age of the subject and the superior

**PARCEL 5, 701 MAIN STREET** continued

condition of this comparable. Upward adjustment is necessary because of the superior exposure and identity of the subject and the superior current market conditions. After adjustments, this comparable indicates the market value of the subject is less than \$119.38 per square foot, in the range of \$65.00 per square foot.

4 700 Texas Street, Fairfield, 11,000 square feet sold 02/04 for \$100.00 per square foot

This four building project is located on the corner of Texas and Jefferson Street in the downtown area of Fairfield. There are two main buildings, a one-story retail building that housed "Mac's" bar, and a two-story building to the west. Also, there are two converted single-family residences in the northeast corner that house commercial tenants. The buyer recently purchased the property across the street (721 Texas) in the hopes of being involved in a City redevelopment project. The reason for this purchase is to control the marketing window for that project.

Downward adjustment to the \$100.00 per square foot price of this comparable is necessary because of the motivations of this specific buyer. Additional downward adjustment is necessary because of the age of the subject and the superior condition of this comparable. Upward adjustment is necessary because of the smaller size of the subject, plus the superior exposure and identity of the subject. Additional upward adjustment is necessary because of the superior current market conditions. After adjustments, this comparable indicates the market value of the subject is less than \$100.00 per square foot, in the range of \$60.00 to \$65.00 per square foot.

5 231 Main Street, Rio Vista, 5,200 square feet sold 01/04 for \$56.73 per square foot

This property is located in the downtown area of Rio Vista, on Main Street between Second and Third Streets, two blocks west of the waterfront. This two-story building is unreinforced brick construction, built in 1927, and is designed for multi-tenant use. There is alley access at the rear of the property. At the time of sale, the building was occupied by a dance studio and a small restaurant. The building was in only fair condition at the time of sale.

Downward adjustment to the \$56.73 per square foot price of this comparable is necessary because of the age of the subject and the superior condition of this comparable. Upward adjustment is necessary because of the superior exposure and identity of the subject, the superior Suisun City market, and the inferior market conditions at the time of this early

**PARCEL 5, 701 MAIN STREET** continued

2004 sale. After adjustments, this comparable indicates the market value of the subject is greater than \$56.73 per square foot, in the range of \$65.00 per square foot.

6 506 Main Street, Vacaville, 5,900 square feet sold 05/03 for \$79.66 per square foot

This property is located on Main Street in Vacaville, between Elizabeth and Davis Streets in the central downtown area of the city. The buyer in this transaction was the major tenant at the time of sale, doing business as Jackson Medical Supplies. The other tenant was a Mexican market/deli. This building was constructed in 1905, and includes a full basement, atypical of California. During 1993, some seismic retrofitting was completed. Each suite has its own HVAC system. At the time of sale, the building was leased at below market rent, but the lessee subleased to the existing tenants. The master lease extends until 2008, with five years remaining as of the date of this sale.

Downward adjustment to the \$79.66 per square foot price of this comparable is necessary because of the overall superior downtown Vacaville market. Additional downward adjustment is necessary because of the superior condition of this comparable. Upward adjustment is necessary because of the superior exposure and identity of the subject, the larger size of this comparable, and the onerous master-lease. After adjustments, this comparable indicates the market value of the subject is less than \$79.66 per square foot, in the range of \$60.00 to \$65.00 per square foot.

The analysis of the six market transactions is summarized in the chart on the following page.

**PARCEL 5, 701 MAIN STREET** continued

Sale No.	Location	Size	Price Per SF	Indicates Value of Subject is	Indicated/SF Value
Sub	701 Main Street, Suisun City	4,324			
1	701 Main Street, Suisun City	4,324	\$57.82	Slightly greater than \$57.82/sf	\$60.00 - \$65.00
2	717 Main Street, Suisun City	1,880	\$49.20	Greater than \$49.20/sf	\$60.00 - \$65.00
3	309-311 Merchant Street, Vacaville	4,800	\$119.38	Less than \$119.38/sf	\$65.00
4	700 Texas Street, Fairfield	11,000	\$100.00	Less than \$100.00/sf	\$60.00 - \$65.00
5	231 Main Street, Rio Vista	5,200	\$56.73	Greater than \$56.73/sf	\$65.00
6	506 Main Street, Vacaville	5,900	\$79.66	Less than \$79.66/sf	\$60.00 - \$65.00

The six transactions indicate the current market value of the subject is in the range of \$60.00 to \$65.00 per square foot. All six of the sales are located in historic downtown areas of Solano County cities. Sales 1, 2, and 5 were transactions involving unreinforced buildings, and are considered the most similar in physical condition to the subject. Sale 1 is the one year old sale of the subject to the current owners, and some upward adjustment was necessary because of the seller motivation and changes in market conditions. Sales 3, 4, and 6 are superior in condition to the subject, although the exposure and identity of the subject is superior to these three properties. Overall, it appears reasonable to reconcile to the center of the indicated range, or \$63.00 per square foot. This value calculation follows.

$$4,324 \text{ square feet} \times \$63.00 \text{ per square foot} = \$272,412$$

Rounded to \$275,000

**INDICATED FAIR MARKET VALUE OF PARCEL 5  
701 MAIN STREET = \$275,000**

## PARCEL 1, 2, AND 3

Parcel 3 is located on the northeast corner of Main and Solano Streets, Parcel 2 is located on the southeast corner of Main and Solano Streets, and Parcel 1 is adjacent to Parcel 2 on the east, with frontage on Solano Street only. All three of these parcels are located at the entrance to the waterfront/promenade portion of the downtown area.

Parcel 1 contains 11,443 square feet, or 0.26 acre. The shape of the site is rectangular, and the topography is level. There are approximately 117 feet of frontage on Solano Street. All street frontage improvements are complete and all urban utilities are available. The vacant Parcel 2 is adjacent on the west, a relatively new commercial building is adjacent on the east, and a public parking lot is to the south. The waterfront plaza is across Solano Street. The waterfront/promenade area is one-half block east.

Parcel 2 contains 9,443 square feet, or 0.21 acre. The shape of the site is rectangular, and the topography is level. There are approximately 82 feet of frontage on Solano Street and 115 feet of frontage on Main Street. All street frontage improvements are complete and all urban utilities are available. The vacant Parcel 1 is adjacent on the east, older commercial buildings are across Main Street, including one that is planned for extensive renovation as part of the Main Street West project. A public parking lot is to the south. The vacant Parcel 3 and the waterfront plaza are across Solano Street. The waterfront/promenade area is one block east.

Parcel 3 contains 7,459 square feet, or 0.17 acre. The shape of the site is rectangular, and the topography is level. There are approximately 65 feet of frontage on Solano Street and 115 feet of frontage on Main Street. All street frontage improvements are complete and all urban utilities are available. The waterfront plaza area is adjacent on the east, and public parking is to the north and one-half block south. Older commercial buildings are across Main Street, including one that is planned for extensive renovation as part of the Main Street West project. The vacant Parcels 1 and 2 are across Solano Street. The waterfront/promenade area is one block east.

### Zoning

Parcels 1, 2 and 3 are included in the Downtown Waterfront Specific Plan area and designated MC, or Main Street Commercial. The intent of this designation is to preserve the historic character of "Old Town" Suisun City. This district is primarily intended to preserve and enhance a mix of retail, speciality, and related uses traditionally found within the older central retail district of small cities. A variety of downtown retail and commercial uses are

## PARCEL 1, 2, AND 3 continued

permissible, and professional offices and residential uses are allowed on the upper floors. Restaurants and cafés are also allowable uses.

### Easements

Preliminary title reports for all three parcels completed by North American Title Company, dated June 6, 2005, indicated no easements impact the sites. Copies of the title reports may be found in the Addenda of this report. All three parcels are under the jurisdiction of the BCDC, along with the remainder of the waterfront area, and was included in a BCDC Permit in August 1993 (Permit 20-91). This BCDC permit is not specific to the subject sites, but refers to the entire waterfront area.

### Environmental Information

The sites are located in a Flood Zone B and A2 (areas of 100 year flooding), as indicated on the FEMA Suisun City Map 060372 0001 B, dated June 1, 1982. This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of northern California are subject to seismic activity. This area is not impacted by any designated wetlands. There have been no publicized environmental problems associated with this area. The value contained in this report assumes there are no environmental problems, including soil and ground water contamination.

### Highest and Best Use

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>4</sup>

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the property. Finally, it must be the maximally productive use, or the use that produces the highest net return and the highest present value to the land.

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<sup>4</sup> *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute



## **PARCEL 1, 2, AND 3 continued**

### **Legally Permissible**

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. Parcels 1, 2 and 3 are included in the Downtown Waterfront Specific Plan area, and designated for commercial development, and that use is legally permissible.

### **Physically Possible**

Potential uses of a site are related to its location, size, shape, and topography. The three sites are located at the entrance to the developed waterfront area, opposite the "Old Town" area of Suisun City. The sites range from 7,459 to 11,443 square feet in size. Development of the legally permissible commercial uses would be physically possible. No on-site parking is required, and public lots are within one-half block.

### **Financially Feasible**

Demand for new commercial development in Suisun City has generally been slow, predominantly focused in the waterfront and a commercial area along Highway 12 at Grizzly Island Road. The location of these three sites within one block of the waterfront/promenade area, one of the areas in Suisun City where new commercial development has occurred, suggests that near-term commercial development of the sites would be marginally financially feasible. Development of the three sites as a one, two, or three building multi-story project, perhaps with retail uses on the ground floor and office or residential uses on the upper floor(s) would maximize use of the sites.

### **Maximum Productivity**

The maximally productive use of a site is the use that creates the highest value to the land. Commercial development with residential uses above the first floor is legally permissible, physically possible, and financially feasible, and is the maximally productive use of the site.

## PARCELS 7, 8, AND 9

Parcels 7, 8, and 9 are located adjacent to the waterfront/promenade. Parcel 7 is located at the end of Solano Street, and across from the public plaza area. Parcels 8 and 9 are adjacent, and north of the intersection of Kellogg and Line Street.

Parcel 7 contains 6,372 square feet, or 0.14 acre. The shape of the site is slightly irregular, and the topography is level. Similar to the sites that are directly on the waterfront, this site has no street frontage. All urban utilities are available. The public plaza area and parking are to the northwest across Solano Street, and additional public parking is within one-half block. A commercial building is adjacent on the west that fronts on Kellogg Street, and two popular restaurants (Athenian Grill and Bab's Diner) that include outdoor waterfront dining are located to the south.

Parcel 8 contains 4,300 square feet, or 0.10 acre and is adjacent to the waterfront/promenade. The shape of the site is slightly irregular, and the topography is level. All urban utilities are available. The vacant Parcel 9 is adjacent on the south, a relatively new commercial/residential property is adjacent on the north. Public parking is adjacent on the west, and newer commercial/private residential development is to the south.

Parcel 9 contains 4,900 square feet, or 0.11 acre and is adjacent to the waterfront/promenade. The shape of the site is rectangular, and the topography is level. All urban utilities are available. The vacant Parcel 8 is adjacent on the south. Public parking is adjacent on the west, and newer commercial/private residential development is to the south, across Line Street.

### Zoning

All three parcels are included in the Downtown Waterfront Specific Plan area. Parcel 7 is designated MC, or Main Street Commercial. The intent of this designation is to preserve the historic character of "Old Town" Suisun City. This district is primarily intended to preserve and enhance a mix of retail, speciality, and related uses traditionally found within the older central retail district of small cities. A variety of downtown retail and commercial uses are permissible, and professional offices and residential uses are allowed on the upper floors. Restaurants and cafés are also allowable uses. Parcels 8 and 9 are designated WC, or Waterfront Commercial. A variety of retail, restaurant, and office uses are allowed under this designation, as well as retail/private residential use on the second floor.

## PARCELS 7, 8, AND 9 continued

### Easements

Preliminary title reports for all three parcels completed by North American Title Company, dated June 6, 2005, indicated no easements impact the sites. Copies of the title reports may be found in the Addenda of this report. All three parcels are under the jurisdiction of the BCDC, along with the remainder of the waterfront area, and were included in a BCDC Permit in August 1993. (Permit 20-91). This BCDC permit is not specific to the subject sites, but refers to the entire waterfront area.

### Environmental Information

The sites are located in a Flood Zone A2 (areas of 100 year flooding), as indicated on the FEMA Suisun City Map 060372 0001 B, dated June 1, 1982. This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of northern California are subject to seismic activity. This area is not impacted by any designated wetlands. There have been no publicized environmental problems associated with this area. The value contained in this report assumes there are no environmental problems, including soil and ground water contamination.

### Highest and Best Use

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>5</sup>

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the property. Finally, it must be the maximally productive use, or the use that produces the highest net return and the highest present value to the land.

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<sup>5</sup> *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute

## **PARCELS 7, 8, AND 9** continued

### **Legally Permissible**

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. Parcels 7, 8, and 9 are included in the Downtown Waterfront Specific Plan area, and designated for commercial development and residential uses above the first floor, and that use is legally permissible.

### **Physically Possible**

Potential uses of a site are related to its location, size, shape, and topography. The three sites are located along the waterfront promenade area and range in size from 4,300 to 6,372 square feet in size. Development of the legally permissible commercial uses would be physically possible. No on-site parking is required, and public lots are within one-half block.

### **Financially Feasible**

Demand for new commercial development in Suisun City has generally been slow, predominantly focused in the waterfront and a commercial area along Highway 12 at Grizzly Island Road. The location of these three sites within one block of the waterfront/promenade area, one of the areas in Suisun City where new commercial development has occurred, suggests that near-term commercial development of the sites would be marginally financially feasible. The location of Parcel 7, adjacent to the waterfront and across from the public plaza area suggests a retail or restaurant development would be appropriate. Parcels 8 and 9 are located in an area of the waterfront improved with two story structures with retail uses on the ground floor and private residences on the second floor, and this type of development is appropriate for these two parcels.

### **Maximum Productivity**

The maximally productive use of a site is the use that creates the highest value to the land. Commercial development with residential uses above the first floor is legally permissible, physically possible, and financially feasible, and is the maximally productive use of the site.

## PARCELS 4 AND 6

Parcels 4 and 6 are located on the west side of Main Street, in Old Town Suisun City. Parcel 4 has a mid-block location between Solano and California Streets, and Parcel 6 has a mid-block location between Common Street and Driftwood Drive.

Parcel 4 contains 2,131 square feet, or 0.05 acre. The shape of the site is a long, narrow rectangle, with only 20 feet of frontage on Main Street. This site is so narrow, the overall functional utility is below average. The topography is level, all urban utilities are available, and off-site improvements are complete. Parcel 2 is diagonally across Main Street, a vacant site is adjacent on the south, and an older brick commercial building is adjacent immediately to the north. The adjacent building appears to be unreinforced brick construction, which might complicate any development of the subject.

Parcel 6 contains 7,183 square feet, or 0.16 acre. This site has a rectangular shape, level topography, and complete off-site improvements. This site was formerly improved with an older mobile home park, and paving and what appear to be concrete foundations remain on the site and will have to be demolished and removed prior to redevelopment. All urban utilities are available. An old restaurant in very poor condition is adjacent on the north, and a vacant site is adjacent on the south. This adjacent vacant site was purchased by the current owner in July 2002 for \$160,000, or approximately \$22.00 per square foot. The northern portion of the waterfront area is across Main Street from this site.

### Zoning

Both parcels are included in the Downtown Waterfront Specific Plan and designated MC, or Main Street Commercial. The intent of this designation is to preserve the historic character of "Old Town" Suisun City. This district is primarily intended to preserve and enhance a mix of retail, speciality, and related uses traditionally found within the older central retail district of small cities. A variety of downtown retail and commercial uses are permissible, and professional offices and residential uses are allowed on the upper floors. Restaurants and cafés are also allowable uses.

### Easements

Preliminary title reports for both parcels were completed by North American Title Company, and dated June 28, 2005. Copies of the title reports may be found in the Addenda of this report. Parcel 4 is encumbered by an access easement along the western property line. Parcel 6 does not appear to be encumbered by any easements of record.

**PARCELS 4 AND 6** continued**Environmental Information**

Parcel 4 is located in a Flood Zone C (areas of minimal flooding) and Parcel 6 is located in a Flood Zone B (areas of 100 year shallow flooding), as indicated on the FEMA Suisun City Map 060372 0001 B, dated June 1, 1982. This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of northern California are subject to seismic activity. This area is not impacted by any designated wetlands. There have been no publicized environmental problems associated with this area. The value contained in this report assumes there are no environmental problems, including soil and ground water contamination.

**Highest and Best Use**

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>6</sup>

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the property. Finally, it must be the maximally productive use, or the use that produces the highest net return and the highest present value to the land.

**Legally Permissible**

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. Parcels 4 and 6 are included in the Downtown Waterfront Specific Plan area, and designated for commercial development with residential uses allowed above the first floor, and that use is legally permissible.

**Physically Possible**

Potential uses of a site are related to its location, size, shape, and topography. Both sites are located on Main Street in the Old Town district of Suisun City, opposite the waterfront area. Parcel 4 contains only 2,131 square feet and has minimal frontage on Main Street. In addition, there is an unreinforced brick building along the northern property line of this site which may

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<sup>6</sup> *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute

## **PARCELS 4 AND 6 continued**

impede redevelopment of this site. Independent development of this site may not be physically possible. Beyond the physical constraints, a 20 foot frontage width is no longer acceptable in the marketplace for independent development. The site adjacent on the south, at the corner of California and Main Streets, is vacant and contains 7,183 square feet. It may be possible to assemble this vacant site with Parcel 4, and substantially improve the functional utility of both sites. Alternatively, it may be possible to acquire the older building adjacent on the north, demolish the building, and redevelop the assembled site. Parcel 6 contains 7,183 square feet and has adequate functional utility. The existing paving and concrete foundations will have to be removed, but the legally permissible commercial development of this site is physically possible.

### **Financially Feasible**

Demand for new commercial development in Suisun City has generally been slow, predominantly focused in the waterfront and a commercial area along Highway 12 at Grizzly Island Road. There has not been effective demand for vacant sites along the Main Street corridor. However, the current overall market is strong, and it is believed that development of Parcel 6 to commercial uses (with residential uses above the first floor) is marginally financially feasible. Development of Parcel 4 is only financially feasible if this site is assembled with one or both of the adjacent sites.

### **Maximum Productivity**

The maximally productive use of a site is the use that creates the highest value to the land. The highest and best use of Parcel 4 is assemblage with one or both of the adjacent sites, and commercial development with residential uses above the ground floor. The highest and best use of Parcel 6 is development to a commercial use with residential uses above the ground floor.

## PARCEL 11

Parcel 11 is a finished pad located on the south side of Lotz Way, east of Main Street, in the northern portion of the subject neighborhood. One Harbor Plaza, a three story Class A professional office building, is adjacent on the south, and a portion of the necessary parking for Parcel 11 was completed at the same time as this office building. A commuter parking lot is across Lotz Way, and the Capital Corridor railroad station is across Main Street.

Parcel 11 contains 7,150 square feet, or 0.16 acre. The shape of the site is rectangular, all utilities are available, and off-site improvements are complete.

### Zoning

This parcel is located in the Downtown Waterfront Specific Plan and designated C-O-R, or mixed use, commercial, office, and residential.

### Easements

A preliminary title report was completed by North American Title Company, and dated June 28, 2005 does not indicate any easements impact this site. A copy of this title report may be found in the Addenda of this report.

### Environmental Information

Parcel 11 is located in a Flood Zone B (areas of 100 year shallow flooding), as indicated on the FEMA Suisun City Map 060372 0001 B, dated June 1, 1982. This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of northern California are subject to seismic activity. This area is not impacted by any designated wetlands. There have been no publicized environmental problems associated with this area. The value contained in this report assumes there are no environmental problems, including soil and ground water contamination.

### Highest and Best Use

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>7</sup>

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<sup>7</sup> *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute



## **PARCEL 11** continued

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the property. Finally, it must be the maximally productive use, or the use that produces the highest net return and the highest present value to the land.

### **Legally Permissible**

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. This site is included in the Downtown Waterfront Specific Plan area, and designated for mixed office, commercial, and/or residential development, and these uses are legally permissible.

### **Physically Possible**

Potential uses of a site are related to its location, size, shape, and topography. The site is located on the street frontage in front of a new three story office project, across from a commuter park and ride site, and diagonally across from the Suisun City train station. The site contains 7,150 square feet, has a rectangular shape, and shares parking with the adjacent development. The location and size of this site suggests residential development would not be appropriate, and the adjacent office project suggests office development may not be appropriate either. Commercial development is legally permissible and physically possible.

### **Financially Feasible**

Demand for new commercial development in Suisun City has generally been slow, predominantly focused in the waterfront and a commercial area along Highway 12 at Grizzly Island Road. There has not been effective demand for vacant sites along the Lotz Way/Main Street corridor. However, the current overall market is strong, and it is believed that development of this site to a commercial use is marginally financially feasible.

### **Maximum Productivity**

The maximally productive use of a site is the use that creates the highest value to the land. Commercial development is legally permissible, physically possible, and financially feasible, and is the maximally productive use of the site.

## FAIR MARKET VALUE ESTIMATE

In order to form an opinion of the fair market value of the seven parcels planned to be sold in one bulk sale transaction, it is necessary to estimate the individual fair market value of the sites. In addition, it is necessary to form an opinion of the fair market value of the three parcels planned to be sold on an individual basis. In this part of the analysis, the direct comparison approach has been used. The highest and best use of the subject sites is some level of commercial development. We have searched this market for sales of sites intended for various levels of commercial development, and the following nine sales were considered relevant to the market value of the subject sites. These transactions are summarized below, and a map showing the location of these sites appears on the opposite page. More complete information may be found in the Addenda of this report. The unit of comparison is the price per square foot.

Following the summary chart, these transactions have been described. Once each transaction has been described, the analysis of the sales considered the most relevant to each of the subject sites will follow.

Sale No.	Location	Size in SF	Sale Date	Adj. Sale Price	Adj. Price Per SF
1	NWC of Main & Morgan Streets, Suisun City	4,810	10/03	\$100,000	\$20.79
2	E side of Park Lane, N of Cordelia Street, Suisun City	7,417	12/04	\$200,000	\$26.97
3	E side of E 5 <sup>th</sup> Street, N of L Street, Benicia	7,405	08/04	\$400,000	\$54.02
4	W side of Webster Street, between Empire & Kentucky, Fairfield	7,667	08/04	\$100,000	\$13.04
5	N side of Main Street, between Dobbins & the Creekwalk, Vacaville	8,500	07/03	\$195,500	\$23.00
6	N side of Tennessee Street, between Sutter & Napa, Vallejo	11,932	05/04	\$190,100	\$15.93
7	SWC of Davis & Catherine Streets, Vacaville	15,706	02/05	\$772,500	\$49.19
8	S side of Anderson Drive, Suisun City	18,519	10/04	\$185,500	\$10.02
9	E side of Mare Island Way at Ohio Street, Vallejo	18,861	05/05	\$540,000	\$28.63

**FAIR MARKET VALUE ESTIMATE** continued

- 1 Northwest corner of Main and Morgan Streets, Suisun City, 4,810 square feet sold 10/03 for \$20.79 per square foot

This site is located on the corner of Main and Morgan Streets in the southern portion of Old Town Suisun City, across from the waterfront area of Suisun City. The shape of the site is rectangular, off-site improvements are complete, and all utilities are available.

- 2 East side of Park Lane, north of Cordelia Street, Suisun City, 7,417 square feet sold 12/04 for 26.97 per square foot

This site is located in the downtown area of Suisun City, in the Suisun Harbor Project adjacent to the waterfront and Marina. Because of the location of this site adjacent to the waterfront, the view amenity is well above average. The commercial lots in Harbor Plaza are intended to be developed with two story buildings that include retail space on the ground floor and private residential space on the second floor. On-site parking is not necessary because of the City parking lots included in this development

- 3 East side of East 5<sup>th</sup> Street, Benicia, 7,405 square feet sold 08/04 for \$54.02 per square foot

This site is located on East 5<sup>th</sup> Street, just north of L Street. The seller in this transaction purchased the property in April 2002 for \$200,000, or \$27.00 per square foot. At the time of that sale, this site was improved with an old single family dwelling in poor condition. These improvements were demolished prior to this most recent sale. The buyers in this transaction plan to develop an owner-occupied medical office building on this site.

- 4 West side of Webster Street, between Empire and Kentucky Streets, Fairfield, 7,667 square feet sold 08/04 for \$13.04 per square foot

This site is located on Webster Street, one block north of Texas Street and the central downtown area. This site is located in a parking district, and on-site parking is not necessarily required. The shape of the site is rectangular, the topography is level, street frontage improvements are complete but may need replacement, and all urban utilities are available. A very large tree required removal from the site prior to any development.

- 5 North side of Main Street, between Dobbins Street and the Creekwalk, 8,500 square feet sold 07/03 for \$23.00 per square foot

These two building pads total 8,500 square feet and will be developed as part of the

**FAIR MARKET VALUE ESTIMATE** continued

Town Square project adjacent to the popular Creekwalk in the central downtown area of Vacaville. These two pads are planned for development of one and two story restaurant/retail buildings. The Town Square project will also include a county library, landscaped plaza areas, and additional parking to serve the downtown area where parking is at a premium. The buyers of these two pads operate Café Baca and the Opera House downtown.

6 North side of Tennessee Street, between Sutter and Napa Streets, Vallejo, 11,932 square feet sold 05/04 for \$15.93 per square foot

This site has a mid-block location on Tennessee Street, between Sutter and Napa Streets, in an area that is built-out to commercial uses. The site is comprised of two Assessor's parcels. The seller in this transaction originally had planned to develop a pizza restaurant on this site and the buyer may develop an office project with residential units on the top floor, which is an allowable use. All street frontage improvements are complete and all utilities are available.

7 Southwest corner of Davis and Catherine Streets, Vacaville, 15,706 square feet sold 02/05 for \$49.19 per square foot

This site is located in the central downtown area of Vacaville, on Davis Street between Mason and Main Streets. At the time of sale, this site was improved with an older commercial building. The buyer in this transaction, the Vacaville Redevelopment Agency, plans to demolish the existing improvements and develop a multi-story parking garage to serve the downtown area, where parking is scarce. The buyer was motivated to acquire this site because of its locational characteristics, which are desirable for additional downtown parking.

8 South side of Anderson Drive, Suisun City, 18,519 square feet sold 10/04 for \$10.02 square feet

This site is located in the developing Lawler Ranch Commercial Center project along Highway 12 in Suisun City. This site has a mid-block location on the south side of Anderson Drive, and does not have direct exposure to Highway 12. The buyers operate Mongolian Barbecue restaurant, and may be planning to develop a new restaurant on this site. All off-site improvements are complete and all utilities are available.

**FAIR MARKET VALUE ESTIMATE** continued

- 9 East side of Mare Island Way at Ohio Street, Vallejo, 18,861 square feet sold 05/05 for \$28.63 per square foot

This site is located on Mare Island Way across from the Vallejo waterfront and Vallejo Yacht Club, just north of the waterfront redevelopment project area. The site has an L shape, with frontage on Ohio and Trinity Streets as well as Mare Island Way. The topography is slightly sloping, street frontage improvements are complete, and all utilities are available. The PDC zoning designation allows retail, commercial, and some limited residential uses. There were previous sales of this site in November 2000 for \$190,000, or \$10.06 per square foot and August 2003 for \$290,000, or \$15.36 per square foot. The buyer in this transaction is from the Bay Area.

**FAIR MARKET VALUE ESTIMATE** continued

Parcels 1 and 2 are contiguous and located on the corner of Main and Solano Streets, basically at the entrance to the waterfront area. Although it is reasonable these sites would be sold to one buyer and developed to one project, they have been analyzed separately in this report.

**Parcel 1** contains 11,443 square feet and has frontage on Solano Street. Sales 1, 2, 5, 8, and 9 are considered the most relevant to the market value of Parcel 1 and provided sale prices in the range of \$10.02 to \$28.63 per square foot. The subject is larger than Sales 1, 2, and 5, and slightly larger than Sales 8 and 9. Sales 1, 2, and 8 are located in the Suisun City market, with Sales 1 and 2 located in the immediate downtown/waterfront area. Sale 5 is located in the central downtown area of Vacaville, and Sale 9 is located in the waterfront area of Vallejo. Although Sale 8 is located in the Suisun City market, it is the least similar to the subject in locational characteristics. Sales 8 and 9 will require on-site parking, while the subject and the remainder of the sales do not.

Overall, the sales bracket a reasonable value of Parcel of \$20.00 per square foot. A chart summarizing the analysis of the sales considered the most similar to Parcels 1 and 2 follows.

Sale No.	Location	Size in SF	Price Per SF	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 1, Solano Street, Suisun City	11,443			
1	NWC of Main & Morgan Streets, Suisun City	4,810	\$20.79	approximately \$20.00/sf	\$20.00
2	E side of Park Lane, Suisun City	7,417	\$26.97	less than \$26.97/sf	\$20.00 to \$23.00
5	N side of Main Street, next to the Creekwalk, Vacaville	8,500	\$23.00	slightly less than \$23.00/sf	\$20.00
8	S side of Anderson Drive, Suisun City	18,519	\$10.02	greater than \$10.02/sf	\$15.00 to \$20.00
9	E side of Mare Island Way, Vallejo	18,861	\$28.63	less than \$28.63/sf	\$20.00 to \$23.00

11,443 square feet x \$20.00 per square foot = \$228,860

Rounded to \$230,000

**INDICATED FAIR MARKET VALUE OF PARCEL 1 = \$230,000**

**FAIR MARKET VALUE ESTIMATE** continued

Parcel 2 is located on the corner of Main and Solano Streets, at the entrance to the waterfront area, and contains 9443 square feet. Sales 1, 2, 5, 8, and 9 are considered the most relevant to the market value of Parcel 3 and provided sale prices in the range of \$10.02 to \$28.63 per square foot. Sales 8 and 9 are larger than the subject and Sale 1 is smaller. Sales 1, 2, and 8 are located in the Suisun City market, with Sales 1 and 2 located in the immediate downtown/waterfront area. Sale 5 is located in the central downtown area of Vacaville, and Sale 9 is located in the waterfront area of Vallejo. Although Sale 8 is located in the Suisun City market, it is the least similar to the subject in locational characteristics.

Overall, the sales bracket a reasonable value of Parcel 2 of \$23.00 per square foot. A chart summarizing the analysis of the sales considered the most similar to Parcel 2 follows.

Sale No.	Location	Size in SF	Price Per SF	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 2, Main and Solano Streets, Suisun City	9,443			
1	NWC of Main & Morgan Streets, Suisun City	4,810	\$20.79	slightly greater than \$20.00/sf	\$22.00 - \$23.00
2	E side of Park Lane, Suisun City	7,417	\$26.97	slightly less than \$26.97/sf	\$23.00 to \$25.00
5	N side of Main Street, next to the Creekwalk, Vacaville	8,500	\$23.00	approximately \$23.00/sf	\$23.00
8	S side of Anderson Drive, Suisun City	18,519	\$10.02	greater than \$10.02/sf	\$18.00 to \$25.00
9	E side of Mare Island Way, Vallejo	18,861	\$28.63	less than \$28.63/sf	\$20.00 to \$23.00

9,443 square feet x \$23.00 per square foot = \$217,189

Rounded to \$220,000

**INDICATED FAIR MARKET VALUE OF PARCEL 2 = \$220,000**

**FAIR MARKET VALUE ESTIMATE** continued

Parcel 3 is also located on the corner of Main and Solano Streets, at the entrance to the waterfront area and adjacent to the public plaza area, and contains 7,459 square feet. Sales 1, 2, 5, 8, and 9 are considered the most relevant to the market value of Parcel 3 and provided sale prices in the range of \$10.02 to \$28.63 per square foot. Sales 8 and 9 are larger than the subject and Sale 1 is smaller. Sales 1, 2, and 8 are located in the Suisun City market, with Sales 1 and 2 located in the immediate downtown/waterfront area. Sale 5 is located in the central downtown area of Vacaville, and Sale 9 is located in the waterfront area of Vallejo. Although Sale 8 is located in the Suisun City market, it is the least similar to the subject in locational characteristics.

Overall, the sales bracket a reasonable value of Parcel 3 of \$23.00 per square foot. A chart summarizing the analysis of the sales considered the most similar to Parcel 3 follows.

Sale No.	Location	Size in SF	Price Per SF	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 3, Main and Solano Streets, Suisun City	7,459			
1	NWC of Main & Morgan Streets, Suisun City	4,810	\$20.79	slightly greater than \$20.00/sf	\$22.00 - \$23.00
2	E side of Park Lane, Suisun City	7,417	\$26.97	slightly less than \$26.97/sf	\$23.00 to \$25.00
5	N side of Main Street, next to the Creekwalk, Vacaville	8,500	\$23.00	approximately \$23.00/sf	\$23.00
8	S side of Anderson Drive, Suisun City	18,519	\$10.02	greater than \$10.02/sf	\$18.00 to \$25.00
9	E side of Mare Island Way, Vallejo	18,861	\$28.63	less than \$28.63/sf	\$20.00 to \$23.00

$$7,459 \text{ square feet} \times \$23.00 \text{ per square foot} = \$171,557$$

Rounded to \$170,000

**INDICATED FAIR MARKET VALUE OF PARCEL 3 = \$170,000**



**FAIR MARKET VALUE ESTIMATE** continued

Parcel 7 is located adjacent to the waterfront/promenade and across from the public plaza area. Sales 2, 3, 5, 7, and 9 are considered the most relevant to this subject site, and provide a range of sale prices of \$23.00 to \$54.02 per square foot. The highest prices were provided by Sales 3 and 7. Sale 3 is located in the downtown waterfront area of Benicia, which is a superior market in comparison to Suisun City. Sale 7 is located in the downtown area of Vacaville, also a superior market compared to Suisun City, and was purchased by the City for redevelopment to a parking garage to serve the downtown area. Sales 2 and 9 are both located adjacent or across from waterfront areas and are considered the best indicators of the market value of Parcel 7. Overall, the sales bracket a reasonable value of Parcel 7 of \$30.00 per square foot. A chart summarizing the analysis of the sales considered the most similar to Parcel 7 follows.

Sale No.	Location	Size in SF	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 7, E of Kellogg Street adjacent to waterfront	6,372			
2	E side of Park Lane, Suisun City	7,417	\$26.97	greater than \$26.97/sf	\$28.00 - \$30.00
3	E side of E 5 <sup>th</sup> Street, Benicia	7,405	\$54.02	much less than \$54.02/sf	\$30.00
5	N side of Main Street, next to the Creekwalk, Vacaville	8,500	\$23.00	greater than \$23.00/sf	\$28.00 - \$30.00
7	SWC of Davis & Catherine Streets, Vacaville	15,706	\$49.19	much less than \$49.19/sf	\$30.00
9	E side of Mare Island Way, Vallejo	18,861	\$28.63	slightly greater than \$28.63/sf	\$30.00

6,372 square feet x \$30.00 per square foot = \$191,160  
Rounded to \$190,000

**INDICATED FAIR MARKET VALUE OF PARCEL 7 = \$190,000**

**FAIR MARKET VALUE ESTIMATE** continued

Parcel 8 is located adjacent to the southern portion of the waterfront/promenade area, adjacent to Parcel 9 and contains 4,300 square feet. Sales 2, 3, 5, 7, and 9 are considered the most relevant to this subject site, and provide a range of sale prices of \$23.00 to \$54.02 per square foot. The highest prices were provided by Sales 3 and 7. Sale 3 is located in the downtown waterfront area of Benicia, which is a superior market in comparison to Suisun City. Sale 7 is located in the downtown area of Vacaville, also a superior market compared to Suisun City, and was purchased by the City for redevelopment to a parking garage to serve the downtown area. Sales 2 and 9 are both located adjacent or across from waterfront areas and are considered the best indicators of the market value of Parcel 8. It is reasonable the market value of the subject is slightly less than the \$26.97 per square foot price of Sale 2 because of the superior location along the promenade of that site. Overall, the sales bracket a reasonable value of Parcel 8 of \$25.00 per square foot. A chart summarizing the analysis of the sales considered the most similar to Parcel 8 follows.

Sale No.	Location	Size in SF	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 8, N of Long Street adjacent to waterfront	4,300			
2	E side of Park Lane, Suisun City	7,417	\$26.97	slightly less than \$26.97/sf	\$25.00
3	E side of E 5 <sup>th</sup> Street, Benicia	7,405	\$54.02	much less than \$54.02/sf	\$25.00 - \$30.00
5	N side of Main Street, next to the Creekwalk, Vacaville	8,500	\$23.00	slightly greater than \$23.00/sf	\$25.00
7	SWC of Davis & Catherine Streets, Vacaville	15,706	\$49.19	much less than \$49.19/sf	\$25.00 - \$30.00
9	E side of Mare Island Way, Vallejo	18,861	\$28.63	slightly less than \$28.63/sf	\$25.00

4,300 square feet x \$25.00 per square foot = \$107,500

Rounded to \$108,000

**INDICATED FAIR MARKET VALUE OF PARCEL 8 = \$108,000**

**FAIR MARKET VALUE ESTIMATE** continued

Parcel 9 is located adjacent to the southern portion of the waterfront/promenade, adjacent to Parcel 8, and contains 4,900 square feet. Sales 2, 3, 5, 7, and 9 are considered the most relevant to this subject site, and provide a range of sale prices of \$23.00 to \$54.02 per square foot. The highest prices were provided by Sales 3 and 7. Sale 3 is located in the downtown waterfront area of Benicia, which is a superior market in comparison to Suisun City. Sale 7 is located in the downtown area of Vacaville, also a superior market compared to Suisun City, and was purchased by the City for redevelopment to a parking garage to serve the downtown area. Sales 2 and 9 are both located adjacent or across from waterfront areas and are considered the best indicators of the market value of Parcel 9. It is reasonable the market value of the subject is slightly less than the \$26.97 per square foot price of Sale 2 because of the superior location along the promenade of that site. Overall, the sales bracket a reasonable value of Parcel 9 of \$25.00 per square foot. A chart summarizing the analysis of the sales considered the most similar to Parcel 9 follows.

Sale No.	Location	Size in SF	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 9, corner of Long Street adjacent to waterfront	4,900			
2	E side of Park Lane, Suisun City	7,417	\$26.97	slightly less than \$26.97/sf	\$25.00
3	E side of E 5 <sup>th</sup> Street, Benicia	7,405	\$54.02	much less than \$54.02/sf	\$25.00 - \$30.00
5	N side of Main Street, next to the Creekwalk, Vacaville	8,500	\$23.00	slightly greater than \$23.00/sf	\$25.00
7	SWC of Davis & Catherine Streets, Vacaville	15,706	\$49.19	much less than \$49.19/sf	\$25.00 - \$30.00
9	E side of Mare Island Way, Vallejo	18,861	\$28.63	slightly less than \$28.63/sf	\$25.00

4,900 square feet x \$25.00 per square foot = \$122,500

Rounded to \$123,000

**INDICATED FAIR MARKET VALUE OF PARCEL 9 = \$123,000**

**FAIR MARKET VALUE ESTIMATE** continued

Parcel 4 has a mid-block location on Main Street and contains 2,131 square feet with a long, narrow shape. Independent development of Parcel 4 may be difficult unless it can be assembled either with the vacant site to the south or the improved property to the north. No sales of sites were discovered in downtown Solano County cities similar to this subject property with respect to size and limited functional utility. Sales 1, 4, and 6 provided a range of sale prices of \$13.04 to \$20.79 per square foot. All three of these sites are located in downtown areas of Solano County, but all three are superior to the subject in functional utility. It is reasonable to reconcile below the indicated range, or a nominal \$10.00 per square foot.

Parcel 4 was purchased by the Redevelopment Agency during October 2004 for \$92,500. At that time, the site was improved with an 1,880 square foot brick building that has subsequently been demolished. Our opinion of the current market value of Parcel 4 is not inconsistent with the October 2004 purchase of the site.

Sale No.	Location	Size in SF	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 4, Main Street, N of California Street	2,131			
1	NWC of Main & Morgan Streets, Suisun City	4,810	\$20.79	much less than \$20.79/sf	\$10.00
4	Webster Street, between Empire & Kentucky, Fairfield	7,667	\$13.04	less than \$13.04/sf	\$10.00
6	N side of Tennessee, between Sutter & Napa, Vallejo	11,932	\$15.93	less than \$15.93/sf	\$10.00

2,131 square feet x \$10.00 per square foot = \$21,310

Rounded to \$22,000

**INDICATED FAIR MARKET VALUE OF PARCEL 4 = \$22,000**

**FAIR MARKET VALUE ESTIMATE** continued

Parcel 6 also has a mid-block location on Main Street in the northern portion of this neighborhood, and contains 7,183 square feet. The overall functional utility of Parcel 6 is adequate for commercial development, but there is asphalt and concrete foundations that will have to be demolished and removed prior to redevelopment. In addition there is a old, dilapidated restaurant adjacent to this parcel on the north which creates a less than desirable ambience to this city block. A vacant site is adjacent on the south and it may be possible to assemble with the subject. Sales 1, 4, and 6 are all located in downtown Solano County cities and bracket Parcel 6 in size and utility. It is reasonable that the market value of the subject is less than the \$20.79 per square foot of Sale 1 because of the smaller size and corner location of that site and the paving removal necessary to develop the subject. These transactions indicate the market value of Parcel 6 is in the range of a rounded \$15.00 per square foot.

Parcel 6 was purchased by the Redevelopment Agency in April 2001 for \$209,000. At that time, the site was improved with an older mobile home park which was subsequently demolished (with the exception of the paving/concrete foundations). Our opinion of value is not inconsistent with the April 2001 purchase of this property.

Sale No.	Location	Size in SF	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 6, Main Street, N of Common Street	7,183			
1	NWC of Main & Morgan Streets, Suisun City	4,810	\$20.79	less than \$20.79/sf	\$15.00
4	Webster Street, between Empire & Kentucky, Fairfield	7,667	\$13.04	slightly greater than \$13.04/sf	\$15.00
6	N side of Tennessee, between Sutter & Napa, Vallejo	11,932	\$15.93	approximately \$15.93/sf	\$16.00

7,183 square feet x \$15.00 per square foot = \$107,745  
Rounded to \$108,000

**INDICATED FAIR MARKET VALUE OF PARCEL 6 = \$108,000**

**FAIR MARKET VALUE ESTIMATE** continued

**Parcel 11** is a finished pad located on the south side of Lotz Way, east of Main Street, in the northern portion of the subject neighborhood. A three story professional office building, is adjacent on the south, and a portion of the necessary parking for Parcel 11 was completed at the same time as this office building. A commuter parking lot is across Lotz Way, and the Capital Corridor railroad station is across Main Street. Parcel 11 contains 7,150 square feet. Sales 1, 4, 5, and 8 are considered the most similar to this subject parcel. Sale 5 is a finished pad, but is located in the superior Vacaville market. Overall, it appears reasonable to reconcile to a current value of this site of \$20.00 per square foot.

Sale No.	Location	Size in SF	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 11, Lotz Way E of Main Street	7,150			
1	NWC of Main & Morgan Streets, Suisun City	4,810	\$20.79	approximately \$20.79/sf	\$20.00
4	Webster Street, between Empire & Kentucky, Fairfield	7,667	\$13.04	greater than \$13.04/sf	\$18.00 - \$20.00
5	N side of Main Street, between Dobbins & the Creekwalk, Vacaville	8,500	\$23.00	slightly less than \$23.00/sf	\$20.00
8	S side of Anderson Drive, Suisun City	18,519	\$10.02	greater than \$10.02/sf	\$18.00 - \$20.00

7,150 square feet x \$20.00 per square foot = \$143,000

**INDICATED FAIR MARKET VALUE OF PARCEL 11 = \$143,000**

## SUMMARY OF INDIVIDUAL FAIR MARKET VALUE CONCLUSIONS

Parcel 1	\$230,000
Parcel 2	\$220,000
Parcel 3	\$170,000
Parcel 5	\$275,000
Parcel 7	\$190,000
Parcel 8	\$108,000
Parcel 9	\$123,000
Aggregate	\$1,316,000

The aggregate land value of the vacant sites planned to be sold in a bulk transaction, not including Parcel 5, the one improved property, is \$1,041,000.

The individual retail values of the three parcels planned to be sold separately from the seven bulk sale parcels are summarized below.

Parcel 4	\$ 22,000
Parcel 6	\$108,000
Parcel 11	\$143,000

## **DISCOUNTED CASH FLOW ANALYSIS**

Bulk sales of commercial land are rare, and the sales that have occurred are not directly comparable to the subject property. Consequently, an opinion of the bulk sale value of the subject property has been formed by use of a discounted cash flow analysis. The variables that are necessary to complete a discounted cash flow analysis have been discussed in this section of the report, and the actual calculation follows this discussion.

### **Aggregate Land Value**

The aggregate land value of the seven bulk sale parcels, not including Parcel 5, which is improved with the building, is \$1,041,000. The aggregate land value provides the cash flow.

### **Absorption**

The seven vacant bulk sale sites contain a total of 43,917 square feet. The market for commercial sites and improved properties in the downtown waterfront area of Suisun City has not been strong. A search of this immediate marketplace indicated that over the past eight years, there have been seven sales of vacant sites in this immediate Main Street/waterfront area, equating to a historic absorption rate of approximately 5,053 square feet per year. This absorption reflects historic rates, and the overall market has improved steadily over the past several years. In this analysis, we have structured the cash flows based on a four year absorption time period, with the anticipation that approximately 11,000 square feet of land would be absorbed each year. The cash flows from Parcel 5, the one subject parcel that includes a building, has been included spread out over three years because the market demand for this property would be anticipated to increase after the initial development had begun, but the sale of this component cannot be predicted with any certainty. Spreading the cash flow from this component over a three year period is statistically valid. In both absorption scenarios, the cash flow from Parcel 5 has been included in Years 2, 3, and 4.

### **Appreciation**

The estimated cash flow from each parcel reflects 2005 dollars. Over the four year development time frame, the values will change. The rate of inflation, as measured by the annual change in the consumer price index (CPI), has historically been in the range of 3% to 4% and is widely anticipated to remain at that level for the foreseeable future. A 3.5% annual increase best represents the anticipation of appreciation trends over the development time period. Generally, real estate markets are cyclical in nature, and the current market is strong and still growing. However, the 2001-2005 rate of appreciation is not sustainable over a long period of time.



## **DISCOUNTED CASH FLOW ANALYSIS** continued

### **Sales Expense**

The sales expense has been considered at 7.5% of the sales revenue. This includes marketing, legal, miscellaneous, and brokerage expenses.

### **Holding Costs and Miscellaneous Expenses**

This expense includes real property taxes, liability insurance, maintenance, and general developer's overhead. These expenses decrease over time as the inventory is sold. This expense has been estimated at 2% per year of the value of the remaining inventory.

### **Entrepreneurial Profit**

Entrepreneurial profit has not been included in the discount rate, which is also a technically correct methodology, but has been included as a separate line item deduction from the cash flows. An estimate of an adequate entrepreneurial incentive, or profit, is difficult to support directly in the marketplace. At this point in time, there is steady demand for new commercial and residential development in this overall market area and a decreasing supply of land suitable for development. Entrepreneurial profit, or incentive, in the range of 12% of the appreciated gross revenues (cash flows) appears to be reflective of current developer-anticipations of projects of the scale and complexity of the subject, and sufficient to induce a developer to acquire the subject property. Based on the discounted cash flow model included later in this section of the report, entrepreneurial profit in the general range of \$167,000 is available.

### **Discount Rate**

The net cash flows after profit have been discounted to a present value using a discount rate. The discount rate is a factor that converts cash flows over time to a present value indication. Generally, yield rates necessary to attract capital in the marketplace are what determine discount rates in the market. Market yield rates are primarily determined by the investor's perception of risk, and greater investment yields are required to induce investors to assume riskier investments. Highly rated corporate bond yields are relatively low, reflecting the perception of low risk. Long term stabilized real estate investments are riskier than corporate bonds and tend to attract capital at higher anticipated yields in the range of 10% to 14%.

The discount rate in this analysis has been based on the developer's cost of funds. A survey of local lenders indicated that vacant commercial land loans are in the range of slightly less than 7%. Our discounted cash flow analysis model has been structured on an unleveraged basis.

## DISCOUNTED CASH FLOW ANALYSIS continued

One generally accepted view of unleveraged yield rates for development projects suggest that they are comprised of a portion (say 30% to 50%) at a lower loan rate, say 6.75% or 7%, and an equity portion (say 50% to 70%) at a higher rate, say 20% or 25%. Given the four year anticipated development time line and the prospects of a generally strong and steady market cycle, the annual discount rate estimated to produce an adequate yield to attract sufficient capital to the subject project is believed to be in the range of 10.00%.

Now that all of the discounted cash flow model input assumptions have been estimated, the discounted cash flow models can be calculated. These calculations appear on the following page.

**DISCOUNTED CASH FLOW ANALYSIS** continued

Year	1	2	3	4
Land Sales	260,250	269,359	278,786	288,544
Building Sale		94,875	98,196	101,632
Gross Sales	260,250	364,234	376,982	390,176
Less:				
Holding Costs	26,320	22,036	15,523	8,526
Cost of Sales	19,519	27,318	28,274	29,263
Profit	31,230	43,708	45,238	46,821
Net Sales	183,181	271,172	287,948	305,565
Discount Factor	0.909091	0.826446	0.751315	0.683013
PV of Net Sales	166,528	224,109	216,339	208,705
Present Value	815,682			
Holding Cost	72,405	Total		
Cost of Sales	104,373	Total		
Profit	166,997	Total Entrepreneurial Profit		
Discount	232,184	Total Time Value of Money Discount		
Inputs				
Aggregate Land Values			1,041,000	
Aggregate Land Sq Ft			43,917	
Sq Ft Absorption/Yr			10,979	
Building Value			275,000	
Appreciation Rate			3.50%	
Holding Cost % of Remaining Inventory			2.00%	Taxes, liability insurance, maintenance, misc
Cost of Sales % of Gross Sales			7.50%	
Entrepreneurial Profit % of Gross Sales			12.00%	
Discount Rate			10.00%	

The four year cash flow model provided a present value indication of \$815,682, which can be rounded to \$815,000.

**INDICATED FAIR MARKET VALUE OF 7 PARCELS  
OF THE MAIN STREET WEST PROJECT = \$815,000**

## SUMMARY OF VALUE CONCLUSIONS

The individual fair market values of the three parcels planned to be sold separately and the fair market value of the seven bulk sale parcels are summarized below.

Parcel 4 \$ 22,000

Parcel 6 \$108,000

Parcel 11 \$143,000

The fair market value of Parcels 1, 2, 3, 5, 7, 8, and 9 \$815,000

In our opinion, the fair market value conclusions of the subject properties, including the bulk sale value of the seven parcels, is also the "Fair Market Price" in the context of California Labor Code Section 1720 (b) (3). The bulk sale value conclusion of the seven parcels is not a benefit to the developer in accordance with Labor Code Section 1720 (b), because it is simply a reflection of how the marketplace functions in bulk sale transactions.

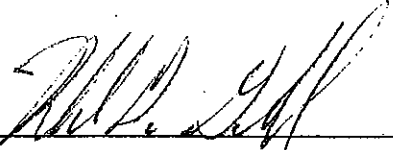
## CERTIFICATION


We certify that, to the best of our knowledge and belief

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standard of Professional Appraisal Practice.
8. We have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the persons signing this report.
10. To the best of our knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

**CERTIFICATION** continued

11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, Ronald G. Garland has completed the continuing education program of the Appraisal Institute.
13. We have the necessary education and experience to competently perform this appraisal assignment.
14. Ronald G. Garland is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).
15. Jill Zuerner is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG014459).
16. This appraisal is intended to be in full compliance with the 2005 Edition of the Uniform Standards of Professional Appraisal Practice as a complete appraisal in a summary reporting format.

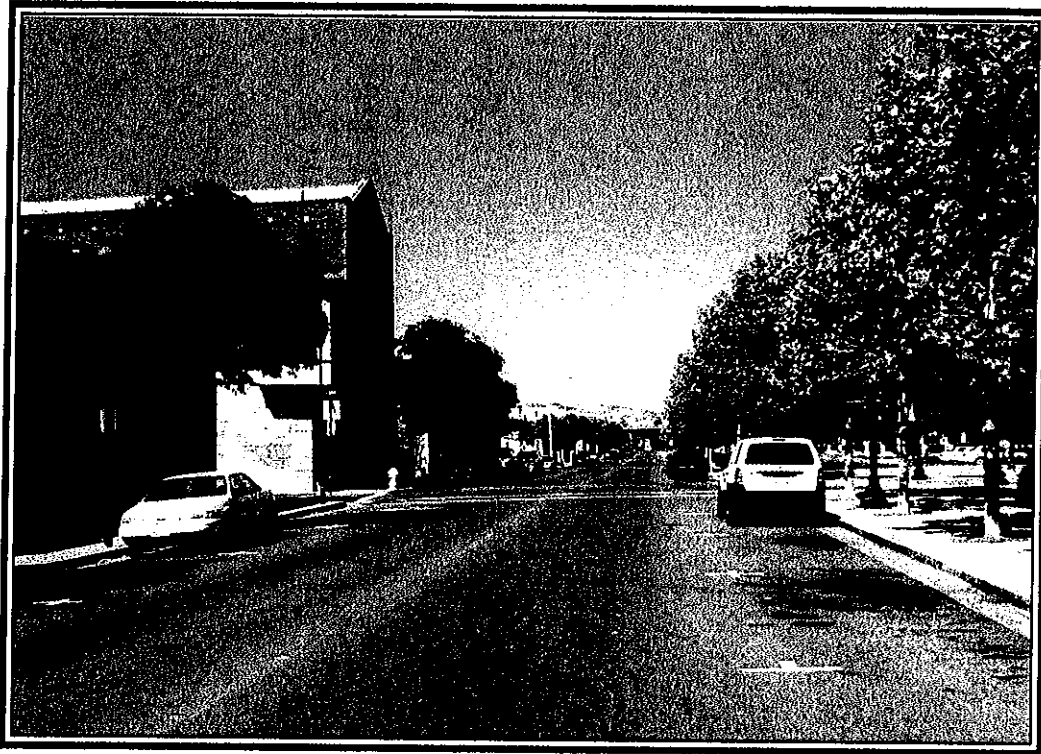
  
\_\_\_\_\_  
Ronald G. Garland, MAI, SRA  
CA #AG001662

  
\_\_\_\_\_  
Jill Zuerner  
CA #AG014459

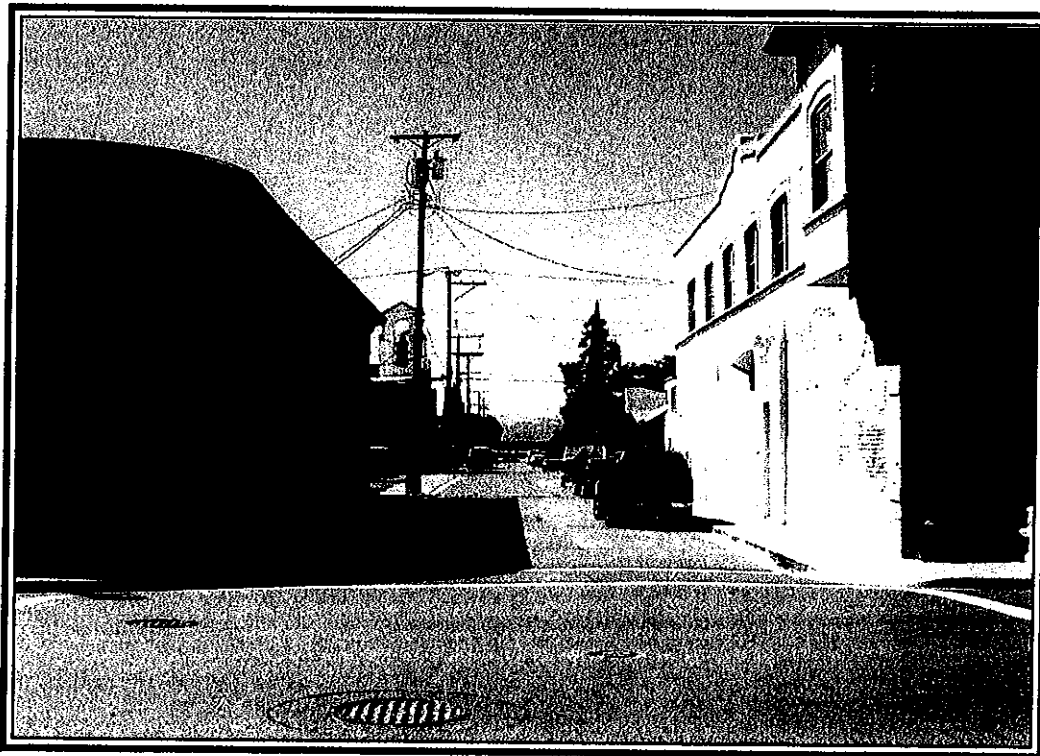
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Date

**SUBJECT PHOTOGRAPHS, PARCEL 5**



Looking north on Main Street. The subject is on the left.

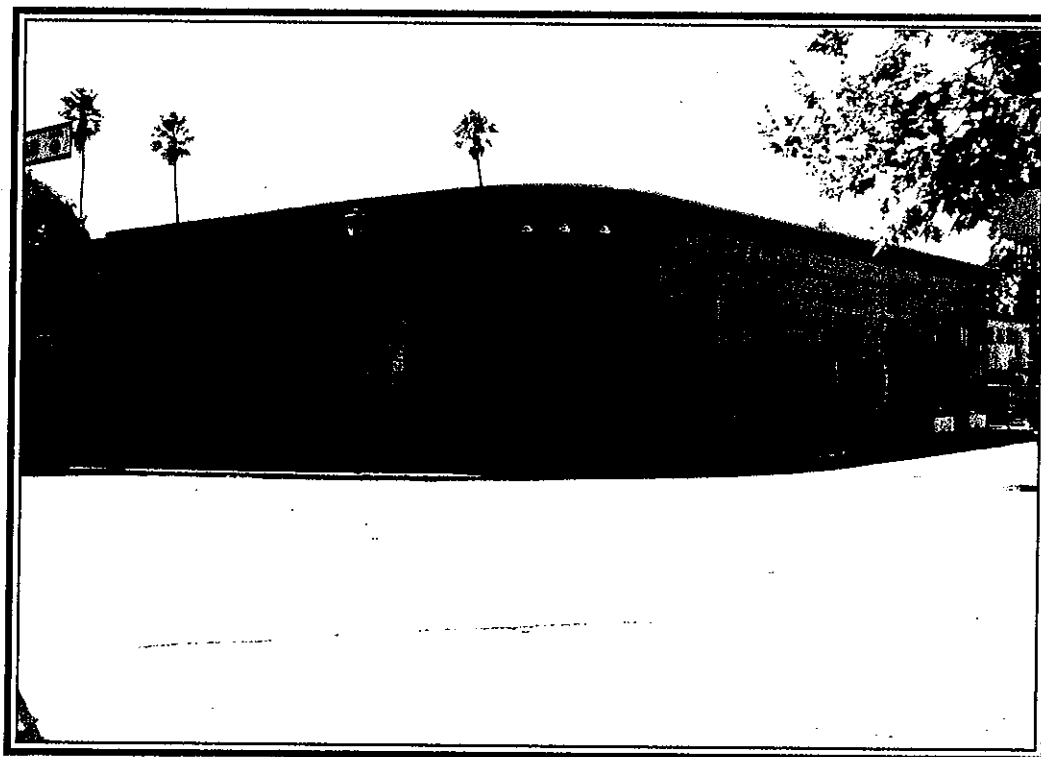


Looking west on Solano Street. The subject is on the left.

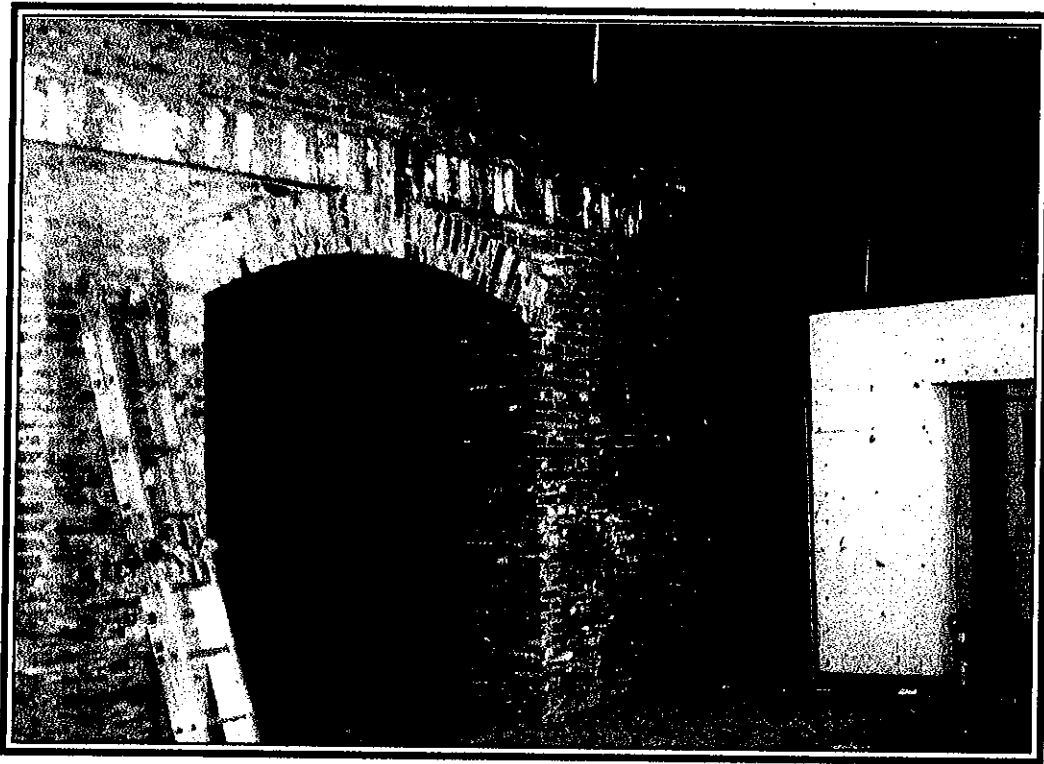




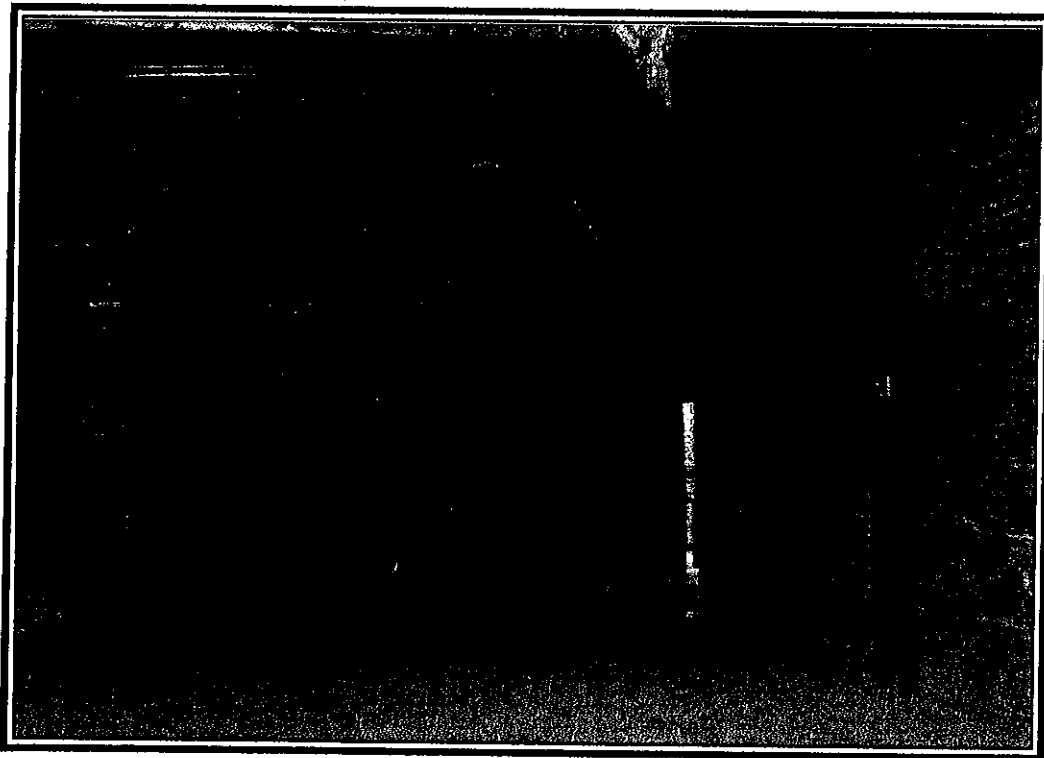
Looking east on Solano Street toward the waterfront area from Main Street.



The subject property, 701 Main Street.



The interior of the building is in poor condition.



The interior of the building.



The interior of the building.



**Property Identification**

Record ID 593  
 Property Type Retail  
 Address 701 Main Street, Suisun City, Solano County, California  
 Tax ID 32-130-010  
 Data Source Buyer, deed, public records

**Sale Data**

Grantor Carmody 1994 Trust  
 Grantee City of Suisun City  
 Sale Date October 29, 2004  
 Deed Book/Page 04-155182  
 Property Rights Fee simple  
 Conditions of Sale Refer to comments  
 Financing All cash to the seller  
 Verification Jason Garben, Suisun City Redevelopment; September 06, 2005;  
 Other sources: Appraisal, Metroscan

Sale Price \$250,000

**Land Data**

Land Size 0.102 Acres or 4,425 SF  
 Zoning MC  
 Topography Level  
 Utilities All available  
 Shape Rectangular  
 Off-Site Improvements Complete

**General Physical Data**

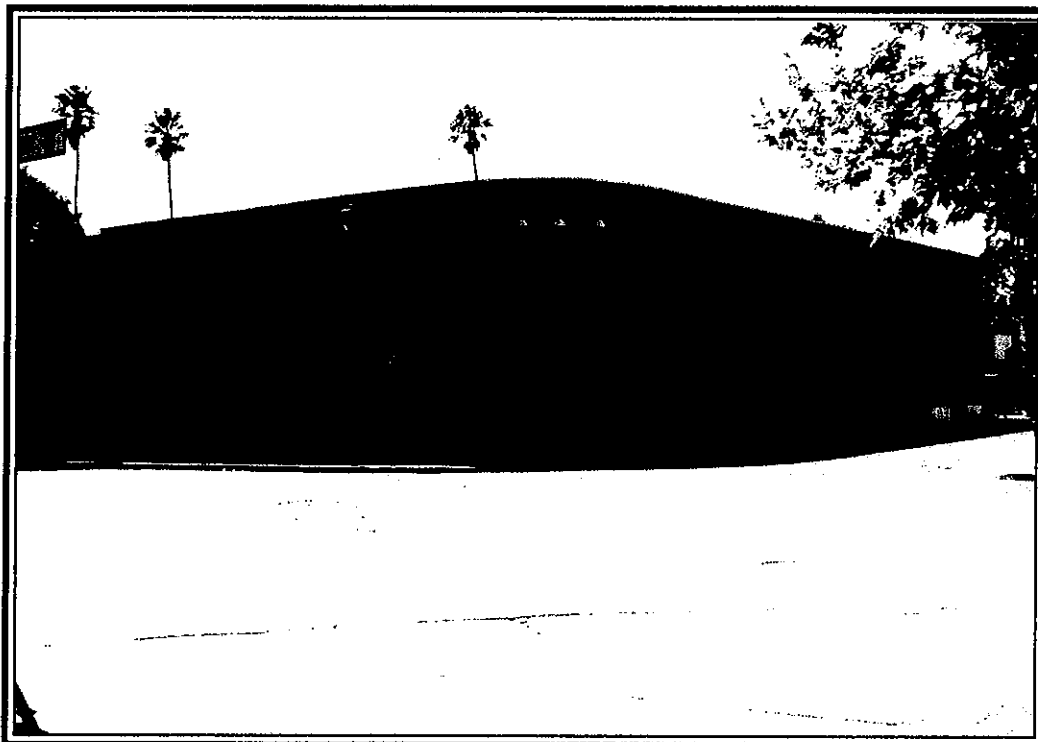
Building Type Single Tenant  
 Gross SF 4,324  
 Construction Type Unreinforced brick  
 Stories One  
 Year Built 1911  
 Condition Poor, refer to comments

**Indicators**

Sale Price/Gross SF \$57.82  
 Floor Area Ratio 0.97  
 Land to Building Ratio 1.03:1  
 Occupancy at Sale Vacant

**Remarks**

This property is located on the corner of Main and Solano Streets in the downtown waterfront area of Suisun City. The building was originally constructed in 1911, and is in poor condition. The building is unreinforced brick construction, and in addition to other repairs, seismic retrofitting is necessary. The estimate of the cost of this retrofit is \$350,000. The sellers in this transaction had the property in contract to another private buyer, but that sale failed. The sellers were motivated to sell the property. There is no on-site parking, but City lots are nearby.



701 Main Street, Suisun City

**Property Identification**

<b>Record ID</b>	548
<b>Property Type</b>	General Commercial
<b>Address</b>	717 Main Street, Suisun City, Solano County, California
<b>Tax ID</b>	32-130-06
<b>Data Source</b>	Buyer, deed, public records

**Sale Data**

<b>Grantor</b>	Varaday/Lynn Investments
<b>Grantee</b>	Suisun City Redevelopment Agency
<b>Sale Date</b>	October 27, 2004
<b>Conditions of Sale</b>	Arm's length, as is
<b>Sale History</b>	previous sale 07/03 for \$75,000
<b>Verification</b>	Randy Starbuck; October 05, 2004; Other sources: Metroscan, Confirmed by Jill Zuerner

<b>Sale Price</b>	\$92,500
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**Land Data**

<b>Land Size</b>	0.049 Acres or 2,131 SF
<b>Topography</b>	Level
<b>Utilities</b>	All available
<b>Shape</b>	Rectangular
<b>Off-Site Improvements</b>	Complete

**General Physical Data**

<b>Building Type</b>	Single Tenant
<b>Gross SF</b>	1,880

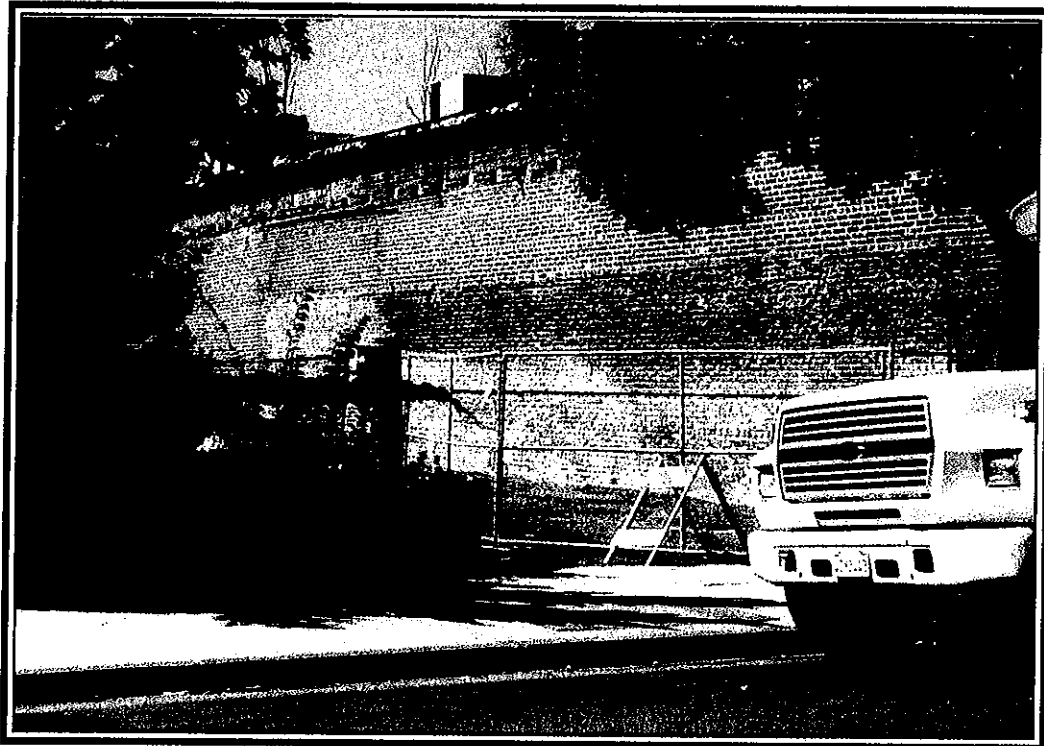
<b>Construction Type</b>	Unreinforced brick
<b>Stories</b>	One
<b>Year Built</b>	1890
<b>Condition</b>	Fair

**Indicators**

<b>Sale Price/Gross SF</b>	\$49.20
<b>Floor Area Ratio</b>	0.88
<b>Land to Building Ratio</b>	1.14:1

**Remarks**

This property is located in the downtown waterfront area of Suisun City, on Main Street between Solano and California Streets. The developed waterfront/promenade area is across Main Street from this building. The building was constructed in 1890 on a long narrow site with only 20 feet of frontage, and was unreinforced brick construction. Subsequent to the purchase of this building by the City, the building was demolished to accommodate new development in this area. There was a previous sale of this property in July 2003 for \$75,000.



717 Main Street, Suisun City (building has been demolished)



**Property Identification**

Record ID	598
Property Type	Retail
Address	309-311 Merchant Street, Vacaville, Solano County, California
Tax ID	130-191-04
Data Source	Buyer, deed, public records

**Sale Data**

Grantor	Warren Hale
Grantee	Monica Espinosa
Sale Date	August 03, 2004
Deed Book/Page	04-107642
Property Rights	Leased fee
Financing	Cash to the seller
Verification	Monica Espinosa; 707 448-8422, Other sources: Metroscan, CoStar, Confirmed by Jill Zuerner

Sale Price	\$573,000
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**Land Data**

Land Size	0.145 Acres or 6,302 SF
Zoning	Downtown Commercial
Topography	Basically level
Utilities	All available
Shape	Irregular
Off-Site Improvements	Complete

**General Physical Data**

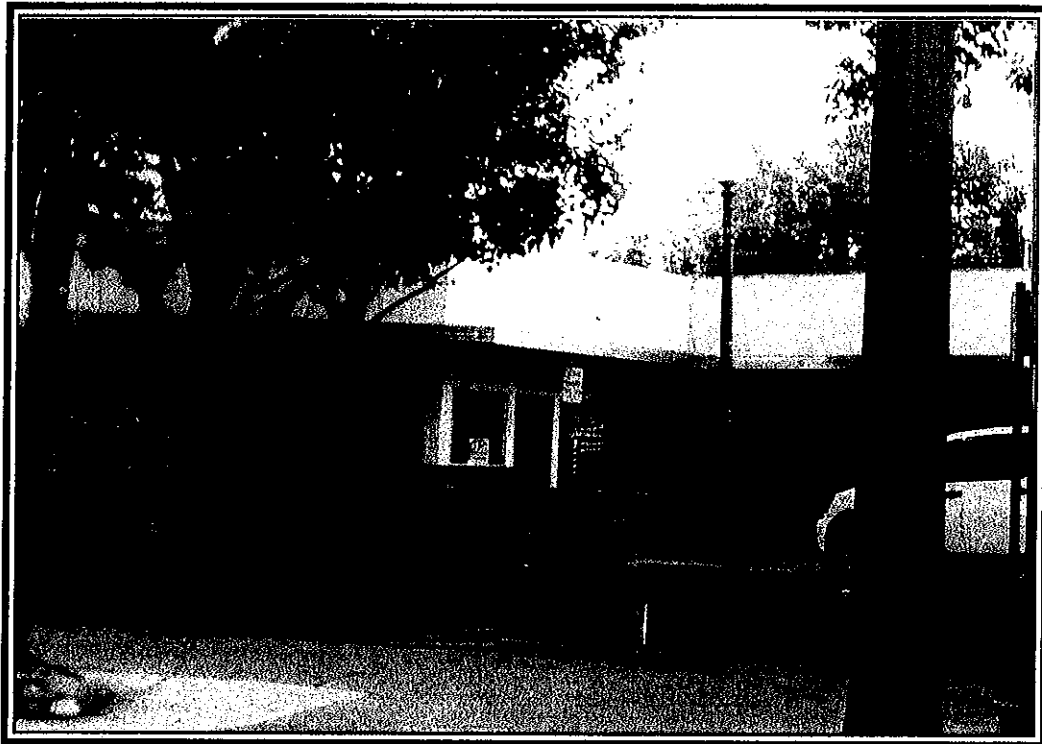
Building Type	Single Tenant
Gross SF	4,800
Construction Type	Wood frame and brick
Stories	One
Year Built	1940 Approximate
Condition	Average

**Indicators**

Sale Price/Gross SF	\$119.38
Floor Area Ratio	0.76
Land to Building Ratio	1.32:1

**Remarks**

This property is located on the northern portion of Merchant street, just south of the intersection with Main Street in the downtown area of Vacaville. Tenants at the time of sale included a barber shop, a hair salon, and a printing company. The buyer in this transaction is an investor. The building is wood frame and brick construction, and was in average condition at the time of sale. There is no on-site parking, but City lots are nearby.



309-311 Merchant Street, Vacaville

**Property Identification**

Record ID	521
Property Type	General Commercial
Address	700 Texas Street, Fairfield, Solano County, California
Tax ID	30-186-040
Data Source	Metroscan ,buyer, deed, other

**Sale Data**

Grantor	MacInnis, et.al.
Grantee	JLC Contracting, Inc.
Sale Date	February 04, 2004
Deed Book/Page	04-12734
Property Rights	Leased fee
Verification	John Costanzo; (707) 864-8842, April 01, 2004; Confirmed by John Zazrivy

Sale Price	\$1,100,000
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**Land Data**

Land Size	0,344 Acres or 14,985 SF
Zoning	CDC-P
Topography	Level
Utilities	Onsite
Shape	Rectangular
Off-Site Improvements	Complete

**General Physical Data**

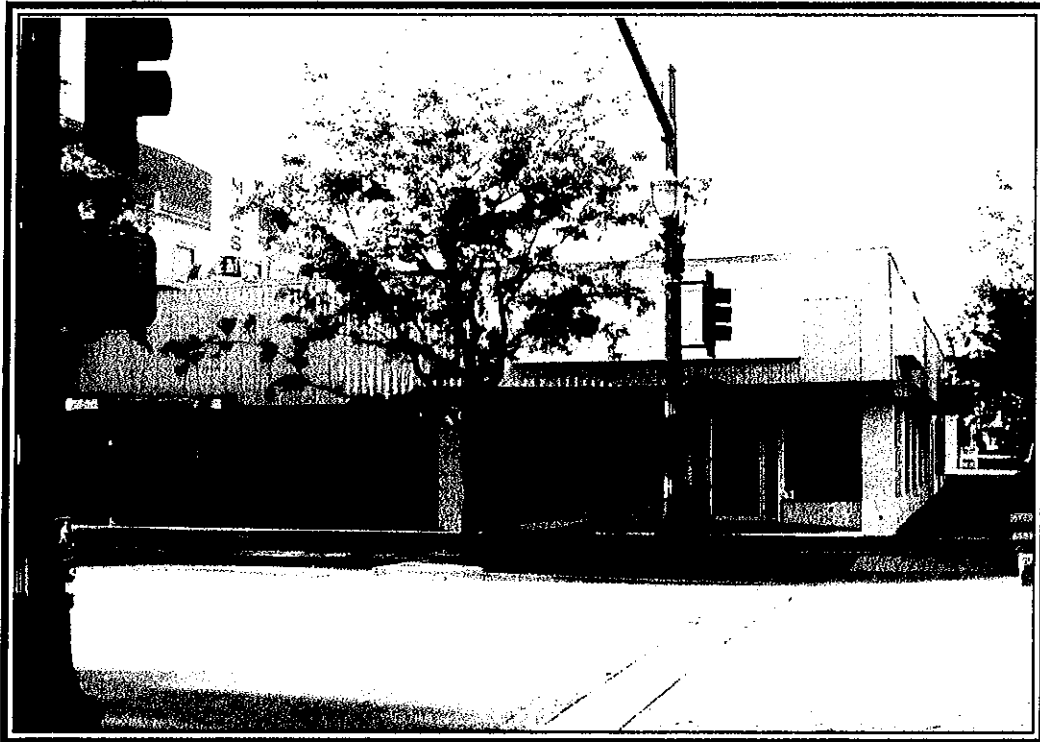
Building Type	Single Tenant
Gross SF	11,000
Stories	One & two
Year Built	1920 Approximate
Condition	Average

**Indicators**

Sale Price/Gross SF	\$100.00
Occupancy at Sale	100%

**Remarks**

This four building project is located on the corner of Texas and Jefferson Street in the downtown area of Fairfield. There are two main buildings, a one-story retail building that housed "Mac's" bar, and a two-story building to the west. Also, there are two converted single-family residences in the northeast corner that house commercial tenants. The buyer recently purchased the property across the street (721 Texas) in the hopes of being involved in a City redevelopment project. The reason for this purchase is to control the marketing window for that project



700 Texas Street, Fairfield

**Property Identification**

Record ID	596
Property Type	Retail
Address	231 Main Street, Rio Vista, Solano County, California
Tax ID	49-163-02
Data Source	Deed, public records

**Sale Data**

Grantor	Joseph and Donna Ferreira
Grantee	Daniel and Sabina Lee
Sale Date	January 12, 2004
Deed Book/Page	04-3002
Property Rights	Leased fee
Verification	Other sources: Metroscan, CoStar, Confirmed by Jill Zuerner
Sale Price	\$295,000

**Land Data**

Land Size	0.124 Acres or 5,400 SF
Zoning	Downtown Commercial
Topography	Basically level
Utilities	All available
Shape	Rectangular
Off-site Improvements	Complete

**General Physical Data**

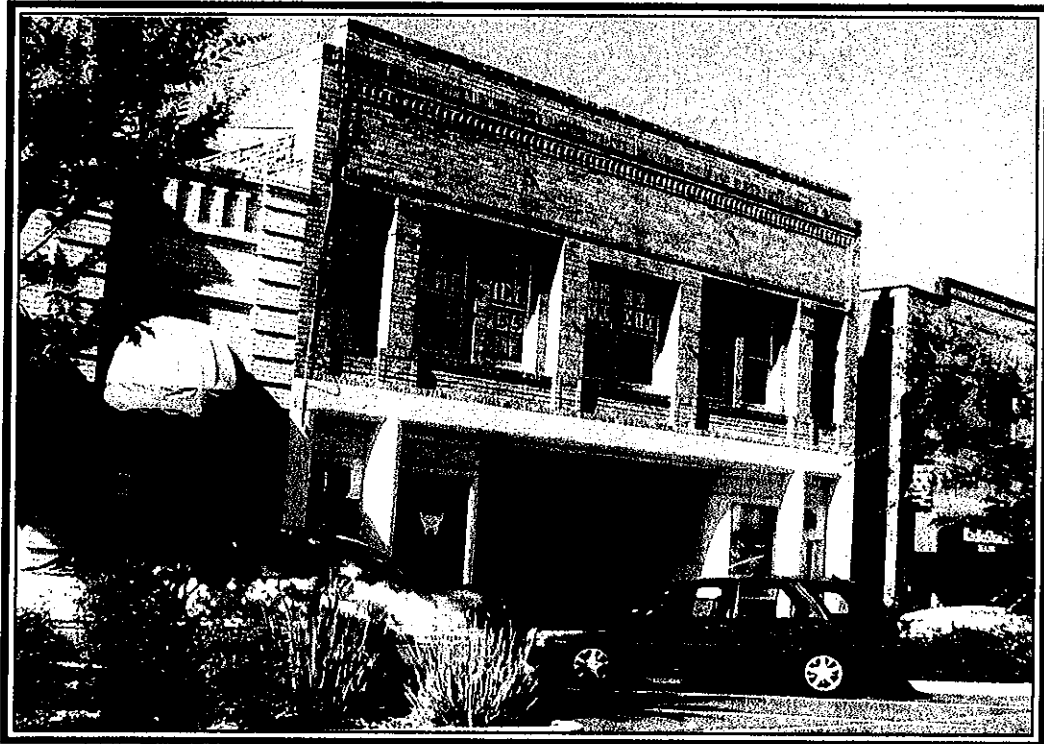
Building Type	Single Tenant
Gross SF	5,200
Construction Type	Unreinforced brick
Stories	Two
Year Built	1927
Condition	Fair

**Indicators**

Sale Price/Gross SF	\$56.73
Floor Area Ratio	0.96
Land to Building Ratio	1.04:1

**Remarks**

This property is located in the downtown area of Rio Vista, on Main Street between Second and Third Streets, two blocks west of the waterfront. This two-story building is unreinforced brick construction and is designed for multi-tenant use. There is alley access at the rear of the property. At the time of sale, the building was occupied by a dance studio and a small restaurant. The building was in only fair condition at the time of sale.



231 Main Street, Rio Vista

**Property Identification**

<b>Record ID</b>	597
<b>Property Type</b>	Retail
<b>Address</b>	506 Main Street, Vacaville, Solano County, California
<b>Tax ID</b>	130-192-02
<b>Data Source</b>	Buyer, deed, public records

**Sale Data**

<b>Grantor</b>	Margaret Leppik, et al, Laura Schaffer White Trust
<b>Grantee</b>	Dallas Jackson and Wendy Wigmore
<b>Sale Date</b>	May 08, 2003
<b>Deed Book/Page</b>	03-73962
<b>Property Rights</b>	Leased fee
<b>Financing</b>	All cash to the sellers
<b>Verification</b>	Dallas Jackson; Other sources: Metroscan, Appraisal, Confirmed by Jill Zuerner

<b>Sale Price</b>	\$470,000
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**Land Data**

<b>Land Size</b>	0.137 Acres or 5,965 SF
<b>Zoning</b>	CD, Downtown Commercial
<b>Topography</b>	Basically level
<b>Utilities</b>	All available
<b>Shape</b>	Rectangular
<b>Off-Site Improvements</b>	Complete

**General Physical Data**

<b>Building Type</b>	Single Tenant
<b>Gross SF</b>	5,900
<b>Construction Type</b>	Wood frame, structural brick
<b>Stories</b>	One
<b>Year Built</b>	1905
<b>Condition</b>	Average

**Indicators**

<b>Sale Price/Gross SF</b>	\$79.66
<b>Floor Area Ratio</b>	0.99
<b>Land to Building Ratio</b>	1.01:1
<b>Occupancy at Sale</b>	100%

**Remarks**

This property is located on Main Street in Vacaville, between Elizabeth and Davis Streets in the central downtown area of the city. The buyer in this transaction was the major tenant at the time of sale, doing business as Jackson Medical Supplies. The other tenant was a Mexican restaurant. This building includes a full basement, atypical of California. During 1993, some seismic retrofitting was completed. Each suite has its own HVAC system. At the time of sale, the building was leased at below market rent, but the lessee subleased to the existing tenants. The master leased extends until 2008, with five years remaining as of the date of this sale.



506 Main Street, Vacaville





438 Main Street, Vacaville

**PRELIMINARY TITLE REPORT, PARCEL 5**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Laura Vierra/Sharmy Mayne  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823562-LAV  
**Customer No.:** Parcel 5

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
701 Main Street  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 July 11, 2005  
at 07:30 am

Sharmy Mayne/Laura Vierra  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee

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

The City of Suisun City

**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:**

Being a portion of Lot One (1) in Block Two (2), as the same is shown on that certain Map entitled: "Plan of Suisun City, together with Jackson's Addition", which Map was filed in the Office of the County Recorder of Solano County, California on August 29, 1859 in Book 1 of Maps, Page 105, described as follows:

Beginning at the Southwest corner of Main and Solano Streets in the City of Suisun City, as indicated by the Bank building on said lot; thence along the Southerly line of Solano Street, being the Northerly side of said Bank building, Westerly 94.65 feet to the West line of said Lot 1; thence along the West line of said Lot 1 and the West line of said Bank Building, Southerly 46.15 feet to the Northerly line of the property of Charles W. Koch; thence Easterly at right angles along the Northerly line of the land of said Charles W. Koch and along the middle of the present party wall, 95 feet to a point on the West line of Main Street, as indicated by said Bank building; thence at right angles Northerly along Main Street, 46 feet to the point of beginning.

APN: 0032-130-010

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.
3. Municipal Service Charges, if any,

City: Suisun City, P.O. Box B, 2901 Industrial Court, Fairfield, CA 94533; (707) 439-2800

4. Any rights of the owners of the land adjoining on the South to use the wall along the South line of said premises as a party wall.
5. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency: Suisun City Redevelopment Agency  
Recorded: July 14, 1982  
Instrument No.: 25626  
Book: 1982  
Page: 45019

Amended and Restated Suisun City Redevelopment Agency Project:

Recorded: July 21, 1989  
Instrument No.: 890047829

6. Any facts, rights, interests or claims which a correct survey would show.

**INFORMATIONAL NOTES:**

- A. The only conveyance(s) affecting said land, which recorded within twenty-four (24) months of the date of this report, is as follows:

Entitled: Individual Quitclaim Deed  
From: Wayne Frank Sutton, as Trustee of The Diana Cheryl Bieche Family Trust Declaration of Trust dated October 25, 2002, as to an undivided 1/2 interest; and Mark T. Carmody and Jennifer G. Carmody, Trustees of the Carmody 1994 Trust, as to an undivided 1/2 interest, all as tenants in common  
To: Wayne Frank Sutton as to an undivided 1/4 interest; Wendy Diane Piel as to an undivided 1/4 interest and Mark T. Carmody and Jennifer G. Carmody, Trustees of the Carmody 1994 Trust, as to an undivided 1/2 interest, all as tenants in common  
Recorded: May 3, 2004  
Instrument No.: 200400058485

Entitled: Grant Deed  
From: Wayne Frank Sutton, et al  
To: The City of Suisun City  
Recorded: October 29, 2004  
Instrument No.: 200400155182

- B. General and Special Property Taxes for the fiscal year shown below have been paid. Amounts for proration purposes are:

Fiscal Year: 2004 - 2005  
First Installment: \$15.65 Paid  
Second Installment: \$15.65 Paid  
Land: \$ 0  
Improvements: \$ 0  
Code Area: 5017  
Parcel Number: 0032-130-010

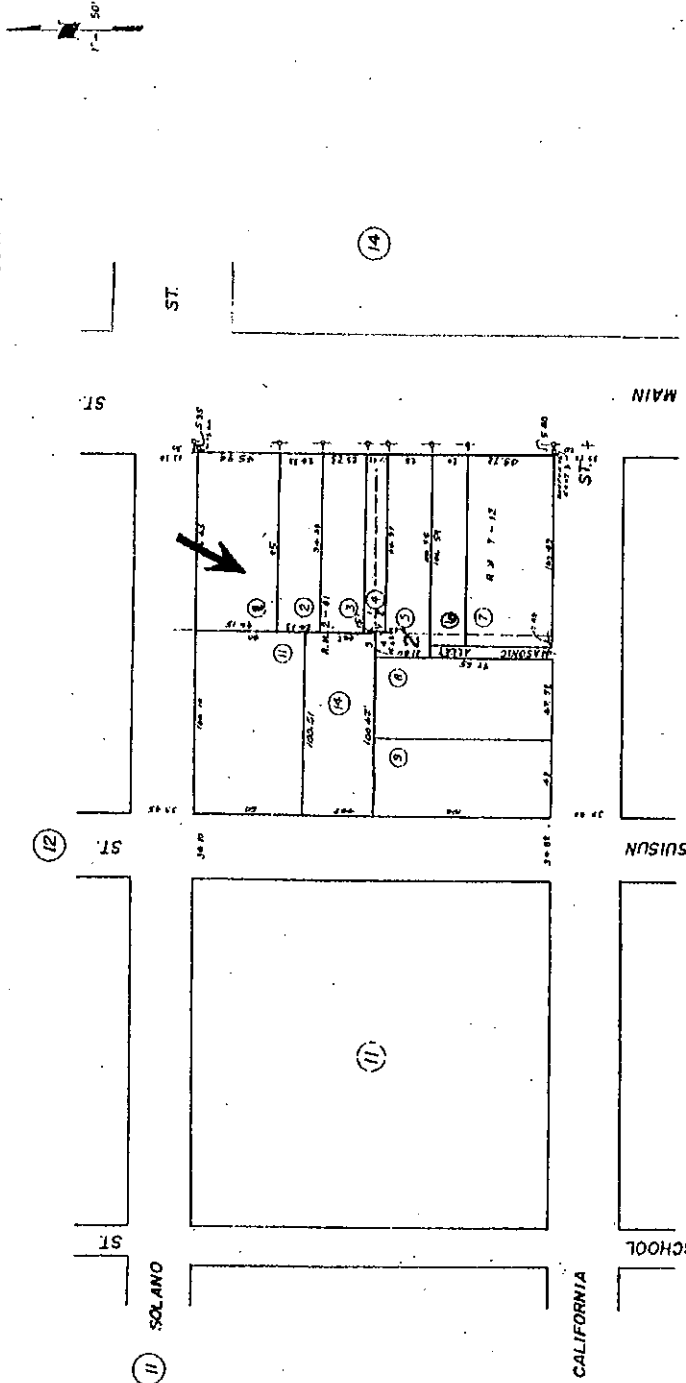
The Lien of the Assessment shown below, which assessment is or will be collected with and included in the property taxes shown above.

Assessment: F-S SD Drainage Maintenance  
Amount: \$31.30

- C. All Escrow Officers be aware that there will be a \$10.00 survey monument fee charged on any Deed conveying the herein described property.
- D. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- E. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

32-13

Assessor's Map 32.13, 1979, showing lots 11 through 14. The parcels shown are not to be construed as a warranty of title or as a representation of the actual boundaries of the parcels. The Assessor's Map is for informational purposes only and should not be used as a legal document.



Description: Solano, CA Assessor Map 32.13 Page: 1 of 1  
Order: lv Comment:

CITY OF SUISUN  
Assessor's Map Bk. 32 Pg. 13  
County of Solano, Calif.

NOV 25 1996  
Copyright © 1996, Solano County Assessor/Recorder. All rights reserved.

NOTE: This map is for assessment purposes only and does not constitute a warranty of title or as a representation of the actual boundaries of the parcels. The Assessor's Map is for informational purposes only and should not be used as a legal document.

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

Block No.	Parcel No.	Area	Acres	Owner
11	11-1	1.25	2.85	W. H. BROWN
11	11-2	1.25	2.85	W. H. BROWN
11	11-3	1.25	2.85	W. H. BROWN
11	11-4	1.25	2.85	W. H. BROWN
11	11-5	1.25	2.85	W. H. BROWN
11	11-6	1.25	2.85	W. H. BROWN
11	11-7	1.25	2.85	W. H. BROWN
11	11-8	1.25	2.85	W. H. BROWN
11	11-9	1.25	2.85	W. H. BROWN
11	11-10	1.25	2.85	W. H. BROWN
11	11-11	1.25	2.85	W. H. BROWN
11	11-12	1.25	2.85	W. H. BROWN

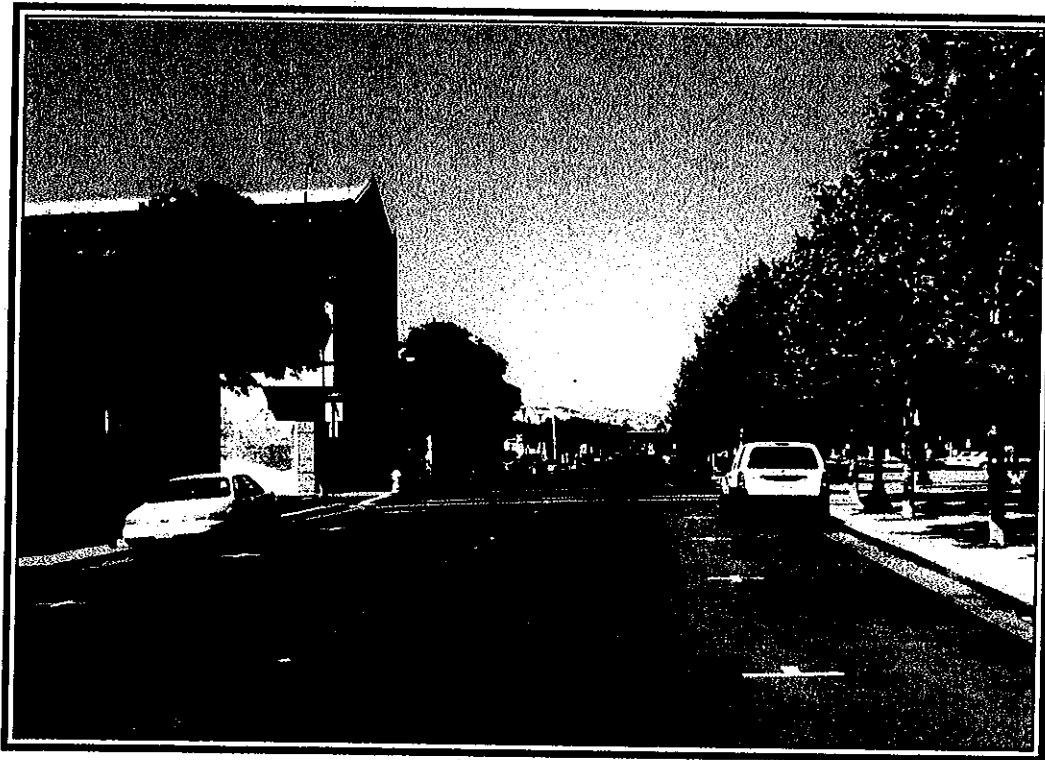
Suisun City, R.M. Bk. 1 Pg. 105



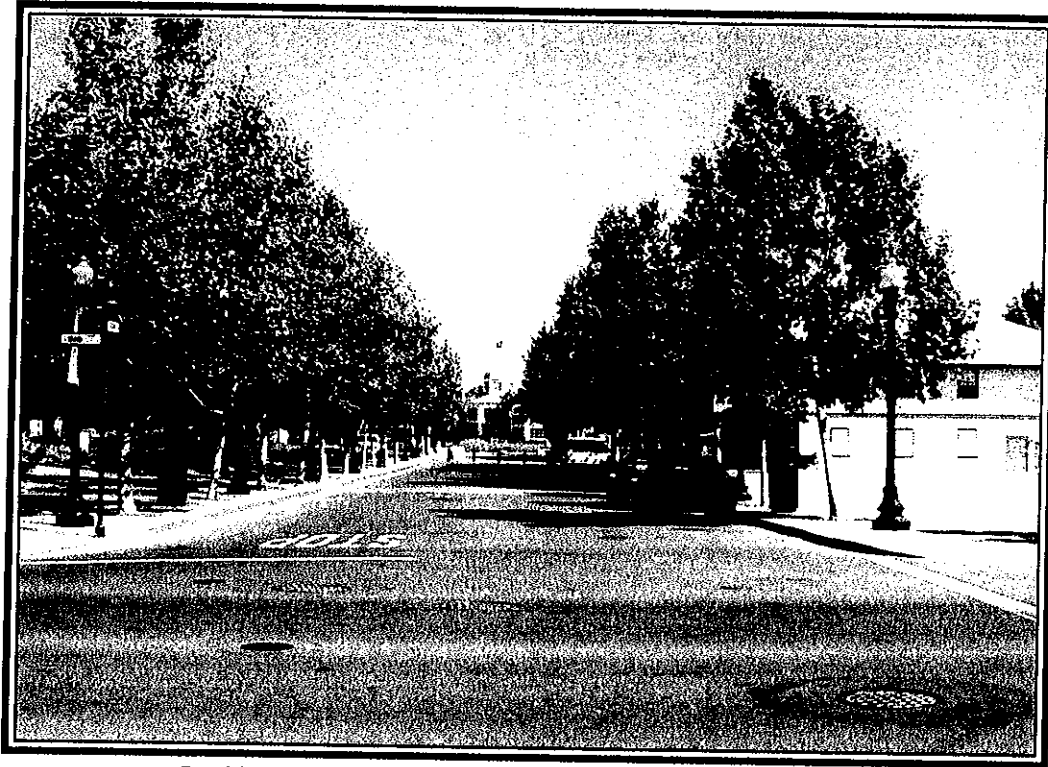
**SUBJECT PHOTOGRAPHS, VACANT SITES**



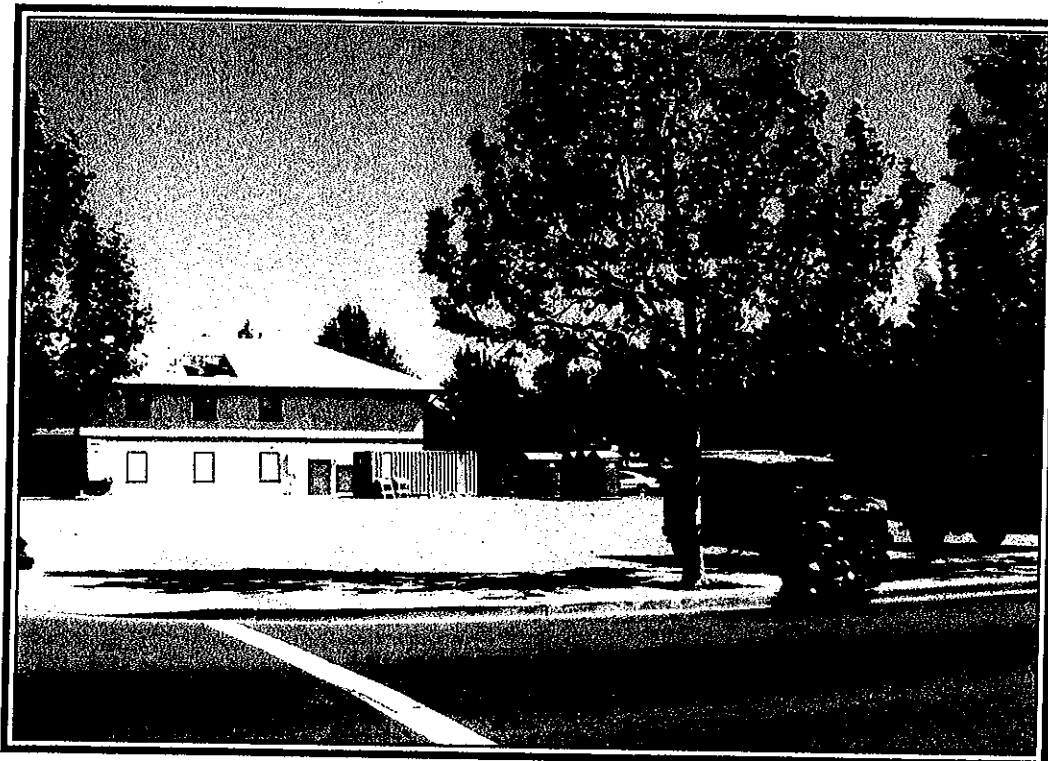
Looking south on Main Street from the intersection with Lotz Way.



Looking north on Main Street from Solano Street.



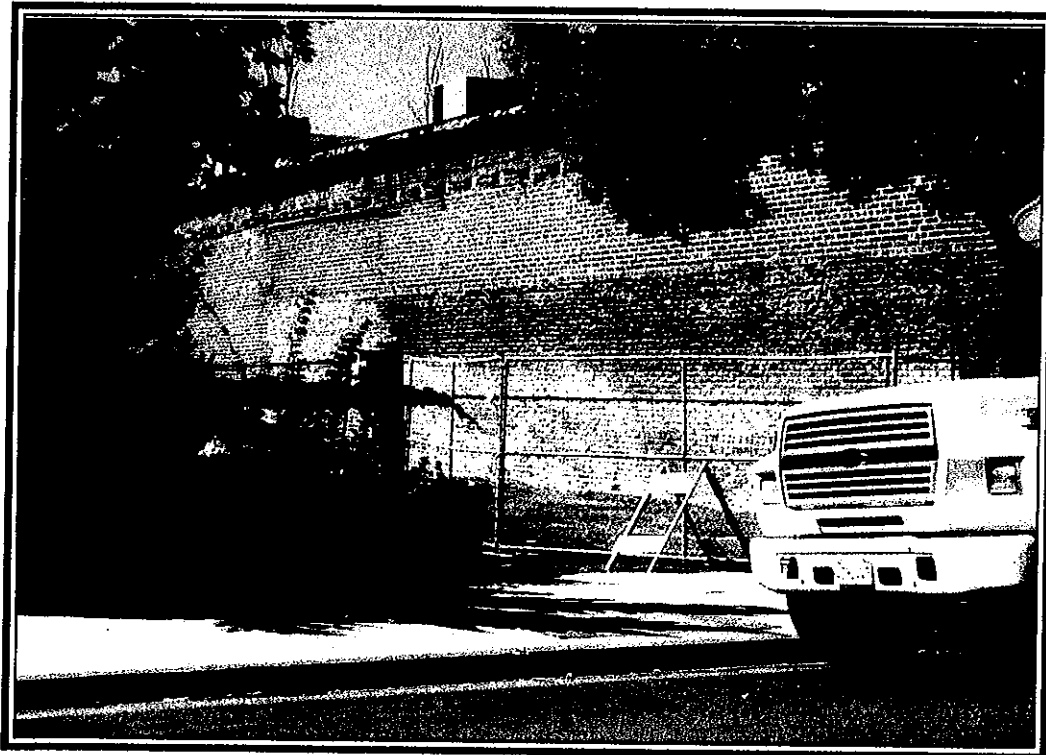
Looking east on Solano Street. Parcels 1 and 2 are on the right, and Parcel 3 is on the left.



Parcels 1 and 2 are on the corner of Main and Solano Streets.



Parcel 3 is on the corner of Main and Solano Streets.



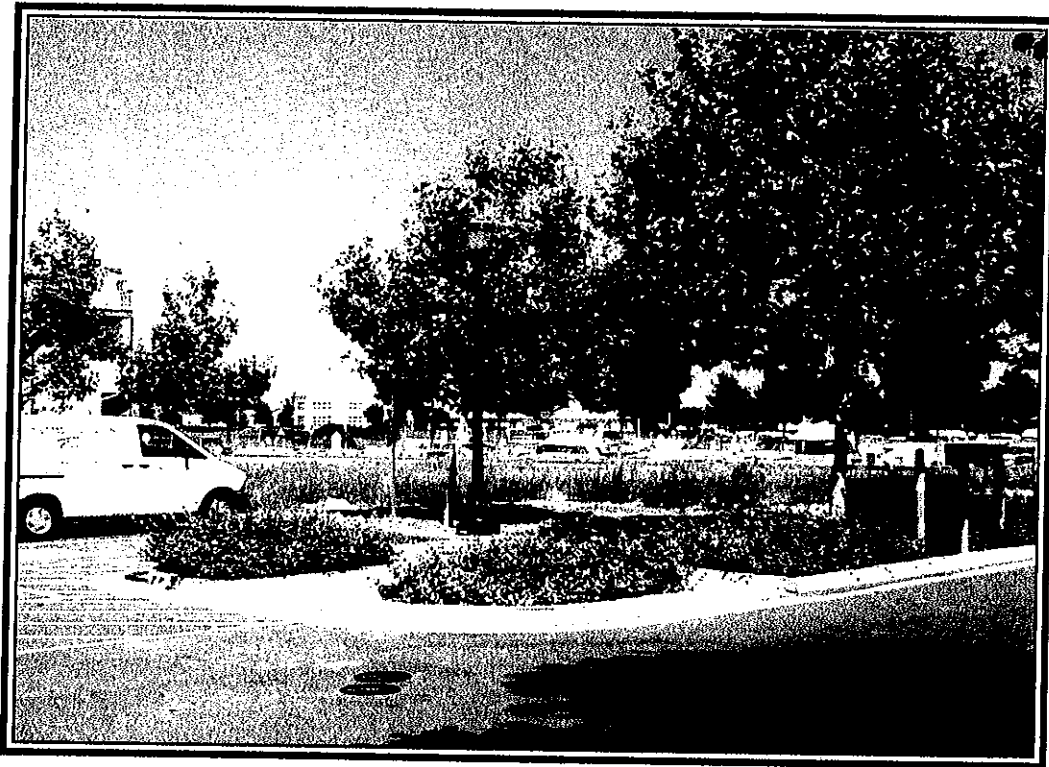
Parcel 4 (between the fence and the building) is on Main Street.



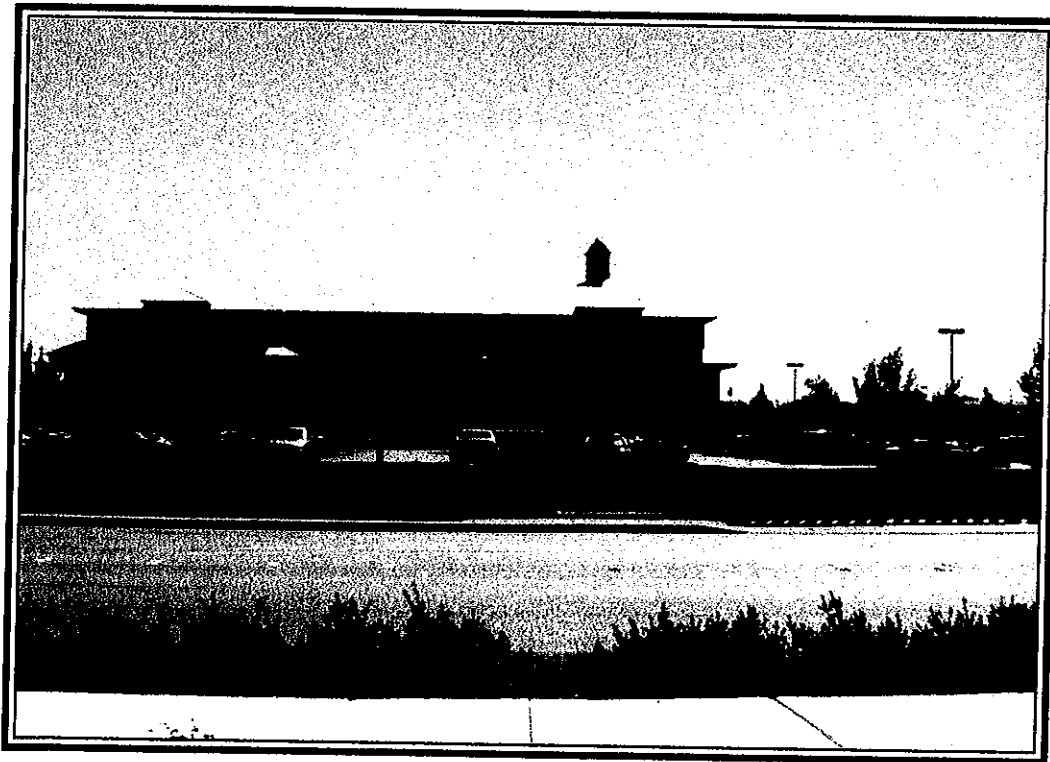
Parcel 6 is on Main Street.



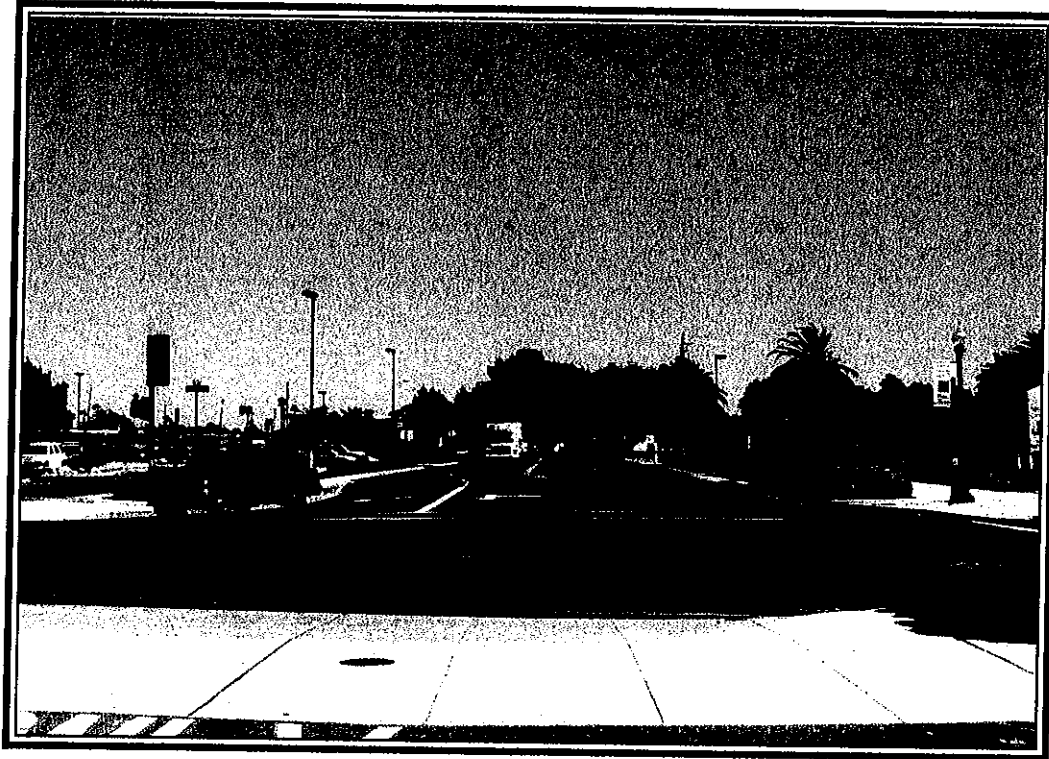
Parcel 7 is adjacent to the waterfront.



Parcels 8 and 9 are adjacent to the waterfront.



Parcel 11 is on Lotz Way, adjacent to the parking area of this office project.



Looking east on Lotz Way from Main Street.  
Parcel 11 is on the right.





**Property Identification**

Record ID	718
Property Type	Commercial
Location	Northwest corner of Main and Morgan Streets, Suisun City, Solano County, California
Tax ID	32-156-06
Data Source	Deed, public records

**Sale Data**

Grantor	Paul E. and Maryann Clontz
Grantee	Fouad Hashem
Sale Date	October 08, 2003
Deed Book/Page	03-172280
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	50% seller financing
Verification	Other sources: Metroscan, Confirmed by Jill Zuerner

Sale Price	\$100,000
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**Land Data**

Zoning	Commercial
Topography	Basically level
Utilities	All available
Shape	Rectangular
Off-Site Improvements	Complete

**Land Size Information**

Gross Land Size	0.110 Acres or 4,810 SF
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**Indicators**

Sale Price/Gross Acre	\$905,633
Sale Price/Gross SF	\$20.79

**Remarks**

This site is located on the corner of Main and Morgan Street in the souther portion of Old Town Suisun City, across from the waterfront area of Suisun City. The shape of the site is rectangular, off-site improvements are complete, and all utilities are available.

**Property Identification**

<b>Record ID</b>	719
<b>Property Type</b>	Commercial
<b>Location</b>	East side of Park Lane, north of Cordelia Street and adjacent to waterfront, Suisun City, Solano County, California
<b>Tax ID</b>	32-172-10
<b>Data Source</b>	Seller, deed, public records

**Sale Data**

<b>Grantor</b>	City of Suisun City
<b>Grantee</b>	Sam and Nancy Derting
<b>Sale Date</b>	December 03, 2004
<b>Deed Book/Page</b>	04-173783
<b>Property Rights</b>	Fee simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	All cash to the sellers
<b>Verification</b>	Randy Starbuck, Suisun City Redevelopment; March 23, 2005; Other sources: Metroscan, appraisal, Confirmed by Jill Zuerner

<b>Sale Price</b>	\$200,000
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**Land Data**

<b>Zoning</b>	WC, Commercial
<b>Topography</b>	Basically level
<b>Utilities</b>	All available
<b>Shape</b>	Irregular rectangle
<b>Off-Site Improvements</b>	Complete

**Land Size Information**

<b>Gross Land Size</b>	0.170 Acres or 7,417 SF
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**Indicators**

<b>Sale Price/Gross Acre</b>	\$1,174,605
<b>Sale Price/Gross SF</b>	\$26.97

**Remarks**

This site is located in the downtown area of Suisun City, in the Suisun Harbor Project adjacent to the waterfront and Marina. This site is one of remaining available lots in the Harbor Plaza commercial area. Because of the location of this site adjacent to the waterfront, the view amenity is well above average. The commercial lots in Harbor Plaza are intended to be developed with two story buildings that include retail space on the ground floor and private residential space on the second floor. On-site parking is not necessary because of the City parking lots included in this development. The sale price included a one-time fee for the prorated share of the cost of the proposed waterfront lighthouse. This fee is based on \$1.0029 per square foot of site area, or \$7,439 based on the 7,417 square feet of the subject site.

**Property Identification**

**Record ID** 671  
**Property Type** Commercial  
**Location** East side of East 5th Street, north of L Street, Benicia, Solano County, California  
**Tax ID** 88-132-18  
**Data Source** Deed, public records

**Sale Data**

**Grantor** Daniel Russo and Amy Morton  
**Grantee** George and Elizabeth Delgado (81%), Robert Gomez and Yan-Ling Lo (9.5%), Arun and Mita Arun (9.5%)  
**Sale Date** August 04, 2004  
**Deed Book/Page** 04-107895  
**Property Rights** Fee simple  
**Conditions of Sale** Arm's length  
**Sale History** Seller purchased in April 2002 for \$200,000  
**Verification** Other sources: Metroscan, MLS, Confirmed by Jill Zuerner  
**Sale Price** \$400,000

**Land Data**

**Zoning** CG, Commercial  
**Topography** Upslope from street  
**Utilities** All available  
**Shape** Rectangular  
**Off-Site Improvements** Complete

**Land Size Information**

**Gross Land Size** 0.170 Acres or 7,405 SF

**Indicators**

**Sale Price/Gross Acre** \$2,352,941  
**Sale Price/Gross SF** \$54.02

**Remarks**

This site is located on East 5th Street, just north of L Street. The seller in this transaction purchased the property in April 2002 for \$200,000. At the time of that sale, this site was improved with an old single family dwelling in poor condition. These improvements were demolished prior to this most recent sale. The buyers in this transaction plan to develop an owner-occupied medical office building on this site.

**Property Identification**

Record ID 624  
 Property Type Commercial  
 Address West side of Webster Street, between Empire and Kentucky  
 Streets, Fairfield, Solano County, California  
 Tax ID 30-183-09  
 Data Source Broker, deed, public records

**Sale Data**

Grantor William and Kim McPherson  
 Grantee Tabasa Family Trust  
 Sale Date August 08, 2004  
 Property Rights Fee simple  
 Conditions of Sale Arm's length  
 Verification Dick Dawson - listing broker; December 13, 2004; Other  
 sources: Metroscan, MLS, Confirmed by Jill Zuerner

Sale Price \$100,000

**Land Data**

Zoning CM-P1  
 Topography Level  
 Utilities To site  
 Shape Rectangular  
 Off-Site Improvements May need replacement of curb, gutter & sidewalk

**Land Size Information**

Gross Land Size 0.176 Acres or 7,667 SF

**Indicators**

Sale Price/Gross Acre \$568,150 Actual or \$568,150 Adjusted  
 Sale Price/Gross SF \$13.04 Actual or \$13.04 Adjusted

**Remarks**

This site is located on Webster Street, one block north of Texas Street and the central downtown area. This site is located in a parking district, and on-site parking is not necessarily required. The shape of the site is rectangular, the topography is level, street frontage improvements are complete but may need replacement, and all urban utilities are available. This site had been listed for some time with an asking price of \$119,000. A very large tree required removal from the site prior to any development.

**Property Identification**

Record ID	506
Property Type	Commercial, restaurant
Property Name	Town Square
Location	North side of Main Street, between Dobbins Street and the Creekwalk, Vacaville, Solano County, California
Tax ID	Portion of 130-101-05, 06 & 13 + (at time of sale)
Data Source	Seller, deed, public records

**Sale Data**

Grantor	Vacaville Redevelopment Agency
Grantee	Guido and Yolanda Addiego
Deed Book/Page	03-112095
Sale Date	July 10, 2003
Property Rights	Fee simple
Financing	All cash to the sellers
Verification	Kevin Smith, Vacaville Redevelopment; 707 449-5685, May 01, 2002; Other sources: Metroscan, purchase agreement, Confirmed by Jill Zuerner

Sale Price	\$195,500
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**Land Data**

Zoning	CD, Downtown Commercial
Topography	Level
Utilities	All available
Shape	Irregular, two building pads
Off-Site Improvements	Complete

**Land Size Information**

Gross Land Size	0.195 Acres or 8,500 SF
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**Indicators**

Sale Price/Gross Acre	\$1,001,896
Sale Price/Gross SF	\$23.00

**Remarks**

These two building pads total 8,500 square feet and will be developed as part of the Town Square project adjacent to the popular Creekwalk in the central downtown area of Vacaville. These two pads are planned for development of one and two story restaurant/retail buildings. The Town Square project will also include a county library, landscaped plaza areas, and additional parking to serve the downtown area where parking is at a premium. The buyers of these two pads operate Café Baca and the Opera House downtown.

**Property Identification**

Record ID 702  
 Property Type Commercial  
 Location North side of Tennessee Street, between Sutter and Napa  
 Streets, Vallejo, Solano County, California  
 Tax ID 56-052-19 and 20  
 Data Source Broker, deed, public records

**Sale Data**

Grantor Mohammad Arshad Naqi  
 Grantee Oscar Cazares and Daniel Alarcon  
 Sale Date May 05, 2004  
 Deed Book/Page 04-59531  
 Property Rights Fee simple  
 Sale History Previous sale 09/01 for \$100,000  
 Verification Pramod Prasad; 707 552-5660, Other sources: Metroscan,  
 MLS, Confirmed by Jill Zuerner

Sale Price \$190,100

**Land Data**

Zoning LC, Commercial  
 Topography Level  
 Utilities All available  
 Shape Rectangular  
 Off-Site Improvements Complete

**Land Size Information**

Gross Land Size 0.274 Acres or 11,932 SF

**Indicators**

Sale Price/Gross Acre \$693,998  
 Sale Price/Gross SF \$15.93

**Remarks**

This site has a mid-block location on Tennessee Street, between Sutter and Napa Streets, in an area that is built-out to commercial uses. The site is comprised of two Assessor's parcels. The seller in this transaction originally had planned to develop a pizza restaurant on this site and the buyer may develop an office project with residential units on the top floor, which is an allowable use. All street frontage improvements are complete and all utilities are available.

**Property Identification**

Record ID	720
Property Type	Commercial
Location	Southwest corner of Davis and Catherine Street, Vacaville, Solano County, California
Tax ID	130-204-01
Data Source	Deed, public records

**Sale Data**

Grantor	Albert R. and Marita J. Klotz, Trustees
Grantee	Vacaville Redevelopment Agency
Sale Date	February 07, 2005
Deed Book/Page	05-18118
Property Rights	Fee simple
Financing	All cash to the sellers
Verification	Other sources: Metrosan, City resolution, newspaper, Confirmed by Jill Zuerner

Sale Price	\$772,500
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**Land Data**

Zoning	Downtown Commercial
Topography	Basically level
Utilities	All available
Shape	Rectangular
Off-Site Improvements	Complete

**Land Size Information**

Gross Land Size	0.361 Acres or 15,706 SF
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**Indicators**

Sale Price/Gross Acre	\$2,142,501
Sale Price/Gross SF	\$49.19

**Remarks**

This site is located in the central downtown area of Vacaville, on Davis Street between Mason and Main Streets. At the time of sale, this site was improved with an older commercial building. The buyer in this transaction, the Vacaville Redevelopment Agency, plans to demolish the existing improvements and develop a multi-story parking garage to serve the downtown area, where parking is scarce. The buyer was motivated to acquire this site because of its locational characteristics, which are desirable for additional downtown parking.

**Property Identification**

<b>Record ID</b>	721
<b>Property Type</b>	Commercial
<b>Location</b>	South side of Anderson Drive, between Lawler Center Drive and Grizzly Island Road, Suisun City, Solano County, California
<b>Tax ID</b>	173-670-22
<b>Data Source</b>	Broker, deed, public records

**Sale Data**

<b>Grantor</b>	Century Vision Developers, Inc.
<b>Grantee</b>	Chia Chou Liu and Chia-Hung Liu
<b>Sale Date</b>	October 25, 2004
<b>Deed Book/Page</b>	04-151556
<b>Property Rights</b>	Fee simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	All cash to the sellers
<b>Verification</b>	Kevin English; 707 436-7300, March 28, 2005; Other sources: Metroscan, Confirmed by Jill Zuerner

<b>Sale Price</b>	\$185,500
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**Land Data**

<b>Zoning</b>	Commercial
<b>Topography</b>	Basically level
<b>Utilities</b>	All available
<b>Shape</b>	Nearly rectangular
<b>Off-Site Improvements</b>	Complete

**Land Size Information**

<b>Gross Land Size</b>	0.425 Acres or 18,519 SF
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**Indicators**

<b>Sale Price/Gross Acre</b>	\$436,327
<b>Sale Price/Gross SF</b>	\$10.02

**Remarks**

This site is located in the developing Lawler Ranch Commercial Center project along Highway 12 in Suisun City. This site has a mid-block location on the south side of Anderson Drive, and does not have direct exposure to Highway 12. The buyers operate Mongolian Barbecue restaurant, and may be planning to develop a new restaurant on this site. All off-site improvements are complete and all utilities are available.



**Property Identification**

Record ID	762
Property Type	Commercial
Location	East side of Mare Island Way, extending to Trinity and Ohio Streets, Vallejo, Solano County, California
Tax ID	55-074-14
Data Source	Deed, public records

**Sale Data**

Grantor	CTJ Development LLC
Grantee	Robert Fitz-Stephens
Sale Date	May 25, 2005
Deed Book/Page	05-75002
Property Rights	Fee simple
Sale History	11/00 for \$190,000; 08/03 for \$290,000
Verification	Other sources: Metroscan, CoStar, Confirmed by Jill Zuerner

Sale Price	\$540,000
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**Land Data**

Zoning	PDC, Commercial
Topography	Slightly sloping
Utilities	All available
Shape	Irregular L shape
Off-Site Improvements	Complete

**Land Size Information**

Gross Land Size	0.433 Acres or 18,861 SF
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**Indicators**

Sale Price/Gross Acre	\$1,247,113
Sale Price/Gross SF	\$28.63

**Remarks**

This site is located on Mare Island Way across from the Vallejo waterfront and Vallejo Yacht Club, just north of the waterfront redevelopment project area. The site has an L shape, with frontage on Ohio and Trinity Streets as well as Mare Island Way. The topography is slightly sloping, street frontage improvements are complete, and all utilities are available. The PDC zoning designation allows retail, commercial, and some limited residential uses. There were previous sales of this site in November 200 for \$190,000, or \$10.06 per square foot and August 2003 for \$290,000, or \$15.36 per square foot. The buyer in this transaction is from the bay area.

**PRELIMINARY TITLE REPORT, PARCEL 1**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Sharmy Mayne/Laura Vierra  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823565-LAV  
**Customer No.:** Parcel 1

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
Lot 6 Suisun Harbor Plaza Unit II  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 6, 2005  
at 07:30 am

Sharmy Mayne/Laura Vierra  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

**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 more fully described below as to Parcel Two.

**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

**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:

Lot 6, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

Parcel Two:

A non-exclusive easement for public access, parking, and public service appurtenant to Parcel One above, over and across Lot B, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, Page 72, Solano County Records.

APN: 0032-141-100

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, for the fiscal year 2004 - 2005.

First Installment:	\$944.28 Paid
Second Installment:	\$944.28 Delinquent
Penalty:	\$94.42
Cost:	\$10.00
Code Area:	5017
Parcel Number:	0032-141-100

The Lien of the Assessment shown below, which assessment is or will be collected with and included in the property taxes shown above.

Assessment:	Victorian Harbor C Dredging
Amount:	\$421.30
Assessment:	Victorian Harbor C Maintenance
Amount:	\$1,467.26

3. 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.
4. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

5. Terms and provisions, as contained in an instrument entitled, "Permit No. 20-91", executed by San Francisco Bay Conservation and Development Commission, Recorded August 12, 1993, as Series No. 1993-00073533, and amended by Instruments recorded April 11, 1997 as Instrument No. 1997-00022127, May 19, 2000 as Instrument No. 2000-00040235, and November 7, 2000 as Instrument No. 2000-00094792.

**INFORMATIONAL NOTES:**

- A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- B. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- C. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

GOOD FUNDS LAW

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* **2-5 DAY AVAILABILITY (REGULATION CC)**, IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

IRS FORM 1099

BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

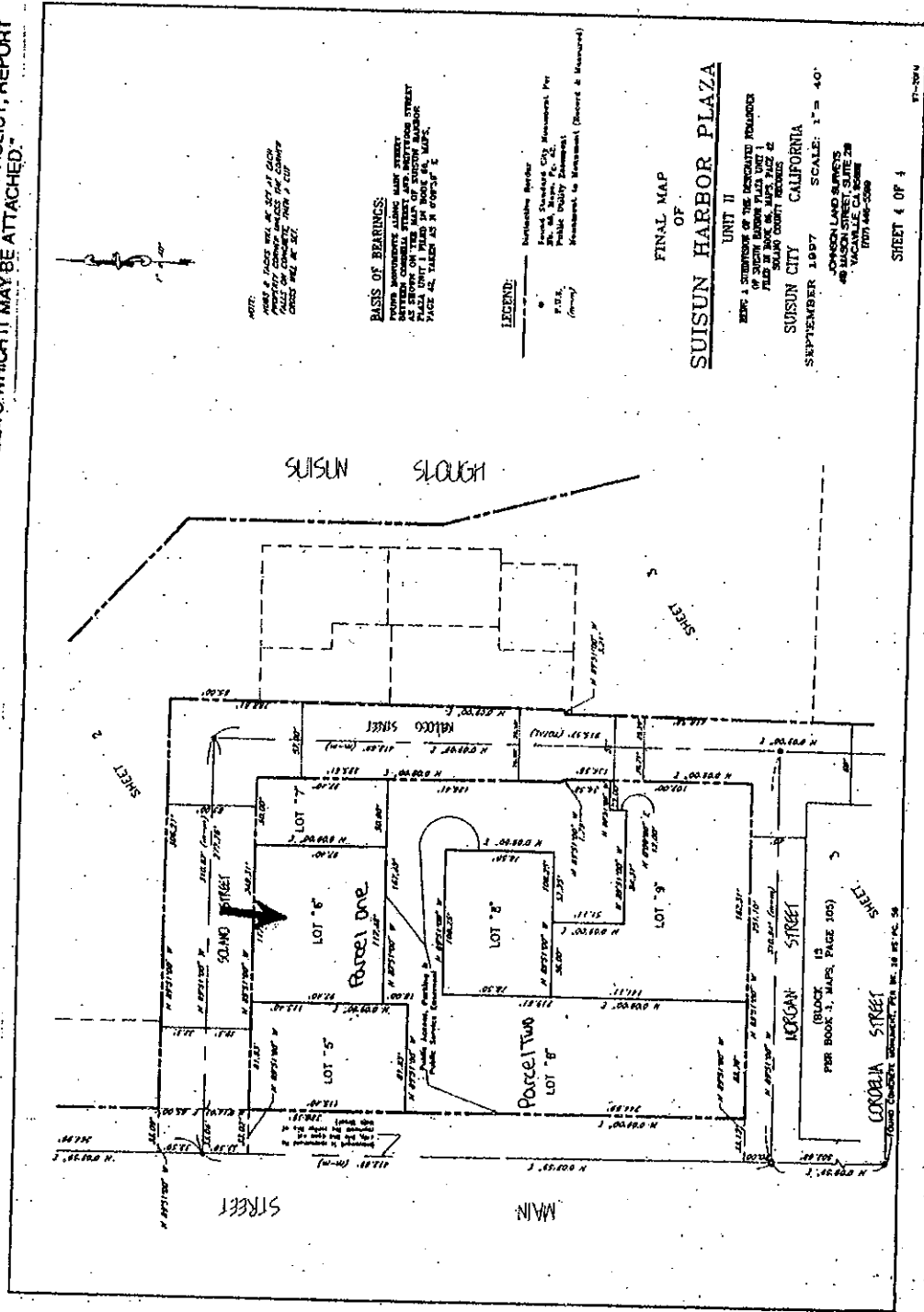
NOTICE OF A WITHHOLDING REQUIREMENT

State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).



THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY, REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED.



**PRELIMINARY TITLE REPORT, PARCEL 2**



**DIRECT ALL INQUIRIES TO:**  
Title Officer: Sharmy Mayne/Laura Vierra  
Telephone No.: (707) 422-1100  
Our No.: 56108-18823564-LAV  
Customer No.: Parcel 2

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
Lot 5 Suisun Harbor Plaza Unit II  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 6, 2005  
at 07:30 am

Sharmy Mayne/Laura Vierra  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

**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 more fully described below as to Parcel Two.

**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

**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:

Lot 5, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

Parcel Two:

A non-exclusive easement for public access, parking, and public service appurtenant to Parcel One above, over and across Lot B, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, Page 72, Solano County Records.

APN: 0032-141-090

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, for the fiscal year 2004 - 2005.

First Installment:	\$358.38 Paid
Second Installment:	\$358.38 Delinquent
Penalty:	\$35.83
Cost:	\$10.00
Code Area:	5017
Parcel Number:	0032-141-090

The Lien of the Assessment shown below, which assessment is or will be collected with and included in the property taxes shown above.

Assessment:	Victorian Harbor C Dredging
Amount:	\$716.76

3. 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.
4. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

5. Terms and provisions, as contained in an instrument entitled, "Permit No. 20-91", executed by San Francisco Bay Conservation and Development Commission, Recorded August 12, 1993, as Series No. 1993-00073533, and amended by Instruments recorded April 11, 1997 as Instrument No. 1997-00022127, May 19, 2000 as Instrument No. 2000-00040235, and November 7, 2000 as Instrument No. 2000-00094792.

**INFORMATIONAL NOTES:**

- A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- B. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- C. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

**GOOD FUNDS LAW**

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* **2-5 DAY AVAILABILITY (REGULATION CC)**. IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

**IRS FORM 1099**

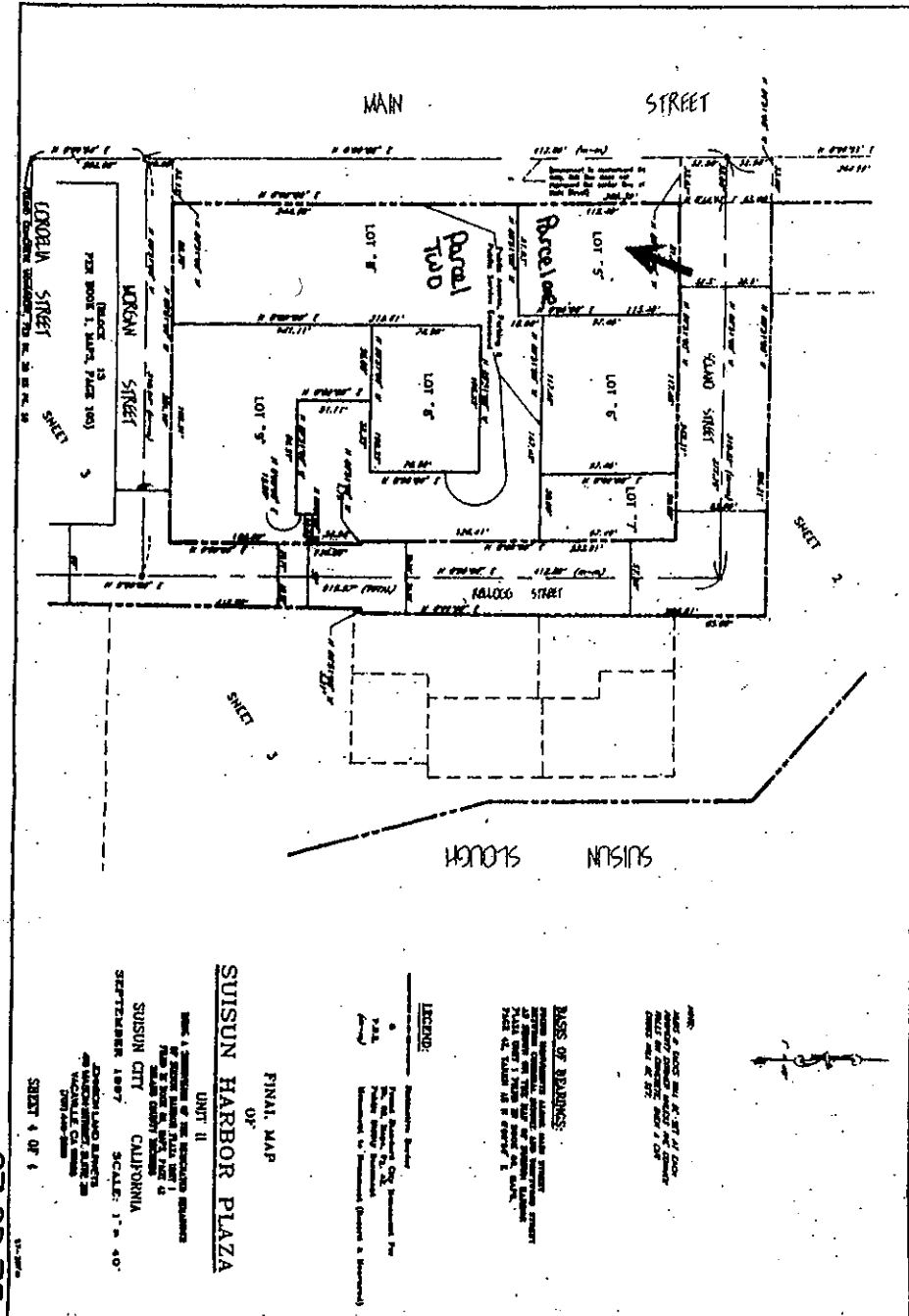
BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

**NOTICE OF A WITHHOLDING REQUIREMENT**

State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).





**PRELIMINARY TITLE REPORT, PARCEL 3**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Sharmy Mayne/Laura Vierra  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823569-LAV  
**Customer No.:** Parcel 3

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
Lot 4 Suisun Harbor Plaza Unit II  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 6, 2005  
at 07:30 am

Sharmy Mayne/Laura Vierra  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee

**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

**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:**

Lot 4, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

APN: 0032-142-300

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, for the fiscal year 2004 - 2005.

First Installment:	\$358.38 Paid
Second Installment:	\$358.38 Delinquent
Penalty:	\$35.83
Cost:	\$10.00
Code Area:	5017
Parcel Number:	0032-142-300

The Lien of the Assessment shown below, which assessment is or will be collected with and included in the property taxes shown above.

Assessment:	Victorian Harbor C Dredging
Amount:	\$716.76

3. 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.
4. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

5. Terms and provisions, as contained in an instrument entitled, "Permit No. 20-91", executed by San Francisco Bay Conservation and Development Commission, Recorded August 12, 1993, as Series No. 1993-00073533, and amended by Instruments recorded April 11, 1997 as Instrument No. 1997-00022127, May 19, 2000 as Instrument No. 2000-00040235, and November 7, 2000 as Instrument No. 2000-00094792.

**INFORMATIONAL NOTES:**

- A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- B. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- C. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

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PRELIMINARY CHANGE OF OWNERSHIP REPORT

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

IRS FORM 1099

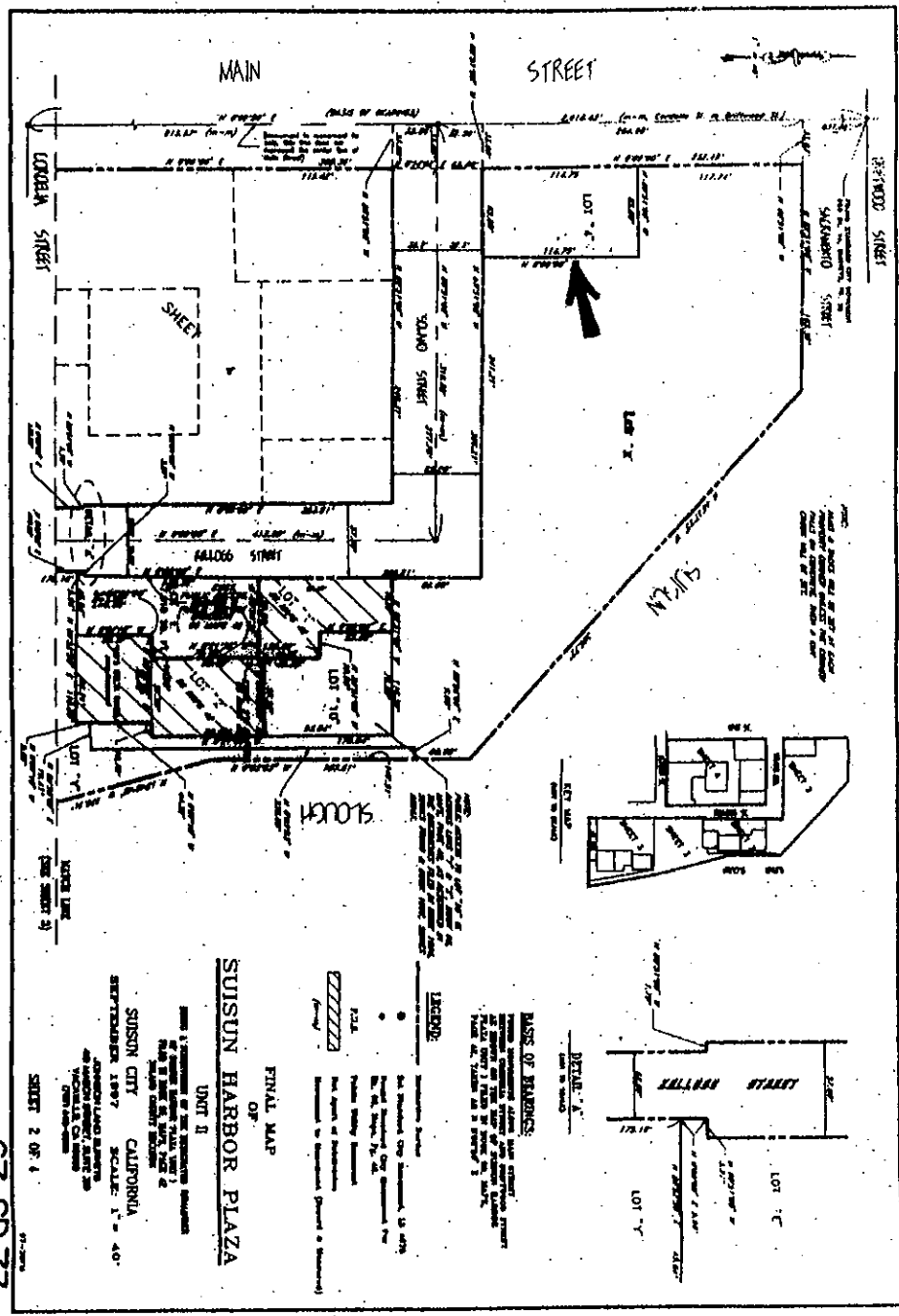
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NOTICE OF A WITHHOLDING REQUIREMENT

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For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).





67 SD 73

**PRELIMINARY TITLE REPORT, PARCEL 4**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Laura Vierra/Sharmy Mayne  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823563-LAV  
**Customer No.:** Parcel 4

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Blvd.  
Suisun City CA 94585

**Property Address:**

717 Main Street  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 28, 2005  
at 07:30 am

Laura Vierra/Sharmy Mayne  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee

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

City of Suisun City

**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:**

COMMENCING AT A POINT WHICH IS 48 FEET 6 INCHES NORTH OF THE INTERSECTION OF THE WEST LINE OF MAIN STREET, WITH THE NORTH LINE OF CALIFORNIA STREET, AS THE SAME IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUISUN CITY, WHICH MAP IS NOW ON FILE IN THE RECORDER'S OFFICE OF SOLANO COUNTY; THENCE FOLLOWING THE WEST LINE OF MAIN STREET, NORTH 20 FEET; THENCE WEST 100 FEET; THENCE SOUTH 20 FEET; THENCE EAST 100 FEET TO THE PLACE OF BEGINNING AND BEING A PORTION OF LOT 2, IN BLOCK 2, AS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUISUN CITY WHICH MAP WAS FILED IN THE SOLANO COUNTY RECORDERS OFFICE ON AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105.

**PARCEL TWO:**

ALL THAT PORTION OF SAID ALLEY AS ABANDONED AND VACATED BY RESOLUTION RECORDED MARCH 12, 1941, INSTRUMENT NO. 2046, BOOK 225, PAGE 34, SOLANO COUNTY RECORDS, LYING TO THE WEST AND ADJACENT TO PARCEL ONE ABOVE.

APN: 0032-130-060

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.

3. Municipal Service Charges, if any,

City: Suisun City, P.O. Box B, 2901 Industrial Court, Fairfield, CA 94533; (707) 439-2800

4. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: T.O. Dowdell and Isabel Dowdell

No representation is made as to the present ownership of said easement.

Purpose: A right of way for access purposes  
Recorded: July 13, 1937  
Instrument No.: 4074  
Book: 176 Official Records  
Page: 402  
Affects: The Westerly portion of the property

5. Any private rights or easements that may exist in that portion of the property abandoned by the City of Suisun City in a Resolution recorded March 12, 1941 in Book 225 Official Records, Page 34, Instrument No. 2040, Solano County Records.

Said matter affects: Parcel Two

6. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency: Suisun City Redevelopment Agency  
Recorded: July 14, 1982  
Instrument No.: 25626  
Book: 1982  
Page: 45019

Amended and Resiated Suisun City Redevelopment Agency Project:

Recorded: July 21, 1989  
Instrument No.: 890047829

7. Any facts, rights, interests or claims which a correct survey would show.

**INFORMATIONAL NOTES:**

- A. The only conveyance(s) affecting said land, which recorded within twenty-four (24) months of the date of this report, is as follows:

Entitled: Grant Deed  
From: Brian Carthan  
To: Varady and Lynn Investments, a California General Partnership  
Recorded: July 24, 2003  
Instrument No.: 200300120818

- B. General and Special Property Taxes for the fiscal year shown below have been paid. Amounts for proration purposes are:

Fiscal Year: 2004 - 2005  
First Installment: \$7.83 Paid  
Second Installment: \$7.83 Paid  
Land: \$ 0  
Improvements: \$ 0  
Code Area: 5017  
Parcel Number: 0032-130-060

The Lien of the Assessment shown below, which assessment is or will be collected with and included in the property taxes shown above.

Assessment: F-S SD Drainage Maintenance  
Amount: \$15.66

- C. All escrow officers be aware that there will be a \$10.00 monument fee charged on any deed conveying the herein described property.
- D. This charge for a policy of title insurance, if issued through this title order, will be based on the short term rate.
- E. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

**GOOD FUNDS LAW**

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* **2-5 DAY AVAILABILITY (REGULATION CC)**, IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

**IRS FORM 1099**

BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

**NOTICE OF A WITHHOLDING REQUIREMENT**

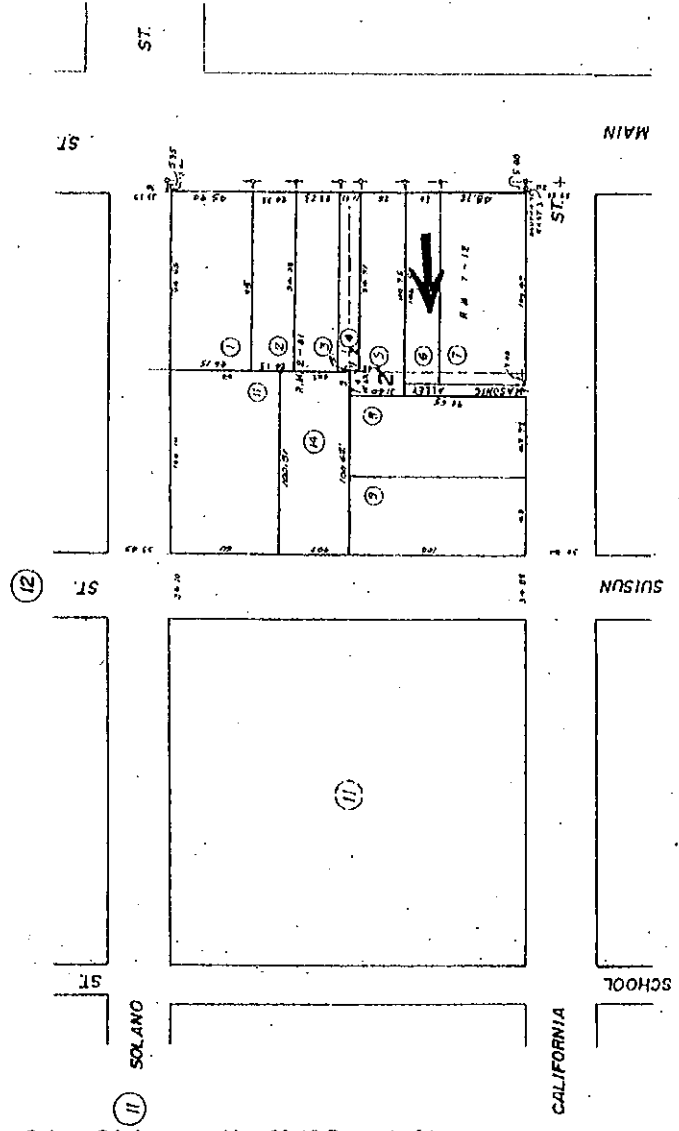
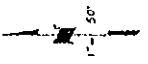
State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).



32-13

Requests for Assessor's Map 32-13 are to be made to the Assessor's Office, 1000 California Street, Solano, CA 94588. The Assessor's Office is open from 9:00 a.m. to 5:00 p.m., Monday through Friday. The Assessor's Office is closed on Saturdays, Sundays, and public holidays. The Assessor's Office is located in the County Administration Center, 1000 California Street, Solano, CA 94588. The Assessor's Office is located in the County Administration Center, 1000 California Street, Solano, CA 94588.



NOTE: This map is for assessment purposes only and is not to be used for the purpose of interpreting legal boundary rights, zoning regulations and/or property of said business lots.

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

REVISION	DATE	BY
1	2-16-06	LP
2	2-23-06	LP
3	3-25-06	LP
4	3-25-06	LP
5	3-25-06	LP

Suisun City, R.M. Bl. 1 Pg. 105

CITY OF SUISSON  
Assessor's Map Bk. 32 Pg. 13  
County of Solano, Calif.

NOV 25 2006  
Copyright © 1996, Solano County Assessor/Recorder. All Rights Reserved.

Description: Solano, CA Assessor Map 32.13 Page: 1 of 1  
Order: lvhki Comment:

**PRELIMINARY TITLE REPORT, PARCEL 6**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Laura Vierra/Sharmy Mayne  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823560-LAV  
**Customer No.:** Parcel 6

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Blvd.  
Suisun City CA 94585

**Property Address:**  
419 Main Street  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 28, 2005  
at 07:30 am

Laura Vierra/Sharmy Mayne  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee

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

City of Suisun City

**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:**

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, ALSO KNOWN AS UNION AVENUE, BEARING SOUTH 89° 45' EAST, 12.00 FEET, AND SOUTH 00° 15' WEST, 193.03 FEET FROM THE NORTHEAST CORNER OF BLOCK 27, AS THE SAME IS SHOWN ON THAT CERTAIN MAP ENTITLED: "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION AND A PORTION OF FAIRFIELD," FILED AUGUST 29, 1859, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, IN BOOK 1 OF MAPS, AT PAGE 105, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF THE 12-FOOT WIDE ABANDONMENT OF MAIN STREET ADJOINING THE EAST BOUNDARY OF SAID BLOCK 27; THENCE FROM SAID POINT OF BEGINNING SOUTH 00° 15' WEST ALONG THE EAST LINE OF SAID ABANDONMENT, A DISTANCE OF 79.06 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 IN BLOCK 27 AS HEREINBEFORE REFERRED TO; THENCE NORTH 89° 45' WEST ALONG THE SOUTH LINE OF SAID LOT 8 AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 142.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00° 15' EAST ALONG THE WEST LINE OF LOTS 8 AND 7, IN BLOCK 27, HEREINBEFORE REFERRED TO, A DISTANCE OF 79.89 FEET; THENCE SOUTH 89° 25' 06" EAST, 142.80 FEET TO THE POINT OF BEGINNING.

APN: 0032-082-050

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.
3. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

4. Any facts, rights, interests or claims which a correct survey would show.

**INFORMATIONAL NOTES:**

A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.

B. General and Special Property Taxes for the fiscal year shown below have been cancelled.

Fiscal Year:	2004 - 2005
First Installment:	\$ 0
Second Installment:	\$ 0
Land:	\$ 0
Improvements:	\$ 0
Code Area:	5017
Parcel Number:	0032-082-050

C. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.

D. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

GOOD FUNDS LAW

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* **2-5 DAY AVAILABILITY (REGULATION CC)**. IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

IRS FORM 1099

BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

NOTICE OF A WITHHOLDING REQUIREMENT

State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).





**PRELIMINARY TITLE REPORT, PARCEL 7**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Sharmy Mayne/Laura Vierra  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823570-LAV  
**Customer No.:** Parcel 7

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
Lot 10, Suisun Harbor Plaza Unit II  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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.**

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Dated as of June 28, 2005  
at 07:30 am

Sharmy Mayne/Laura Vierra  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

**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 more fully described below as to Parcel Two.

**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

**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:**

Lot 10, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

**Parcel Two:**

Non-exclusive easements for public access and utilities appurtenant to Parcel One above, over and across portions of Lots 1 and 2, as shown on the map of Suisun Harbor Plaza Unit I, filed September 16, 1996 in Book 66 of Maps, Page 42, being more particularly described in Grant Deeds recorded October 17, 1997 Instrument No. 1996-00070099, and October 3, 1997 Instrument No. 1997-00066247, Solano County Records.

APN: 0032-142-280

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, for the fiscal year 2004 - 2005.

First Installment:	\$358.38 Paid
Second Installment:	\$358.38 Delinquent
Penalty:	\$35.83
Cost:	\$10.00
Code Area:	5017
Parcel Number:	0032-142-280

The Lien of the Assessment shown below, which assessment is or will be collected with and included in the property taxes shown above.

Assessment:	Victorian Harbor C Dredging
Amount:	\$716.76

3. 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.
4. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

5. Terms and provisions, as contained in an instrument entitled, "Permit No. 20-91", executed by San Francisco Bay Conservation and Development Commission, Recorded August 12, 1993, as Series No. 1993-00073533, and amended by Instruments recorded April 11, 1997 as Instrument No. 1997-00022127, May 19, 2000 as Instrument No. 2000-00040235, and November 7, 2000 as Instrument No. 2000-00094792.

**INFORMATIONAL NOTES:**

- A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- B. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- C. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

GOOD FUNDS LAW

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* SAME DAY AVAILABILITY - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* NEXT DAY AVAILABILITY - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* 2-5 DAY AVAILABILITY (REGULATION CC). IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

IRS FORM 1099

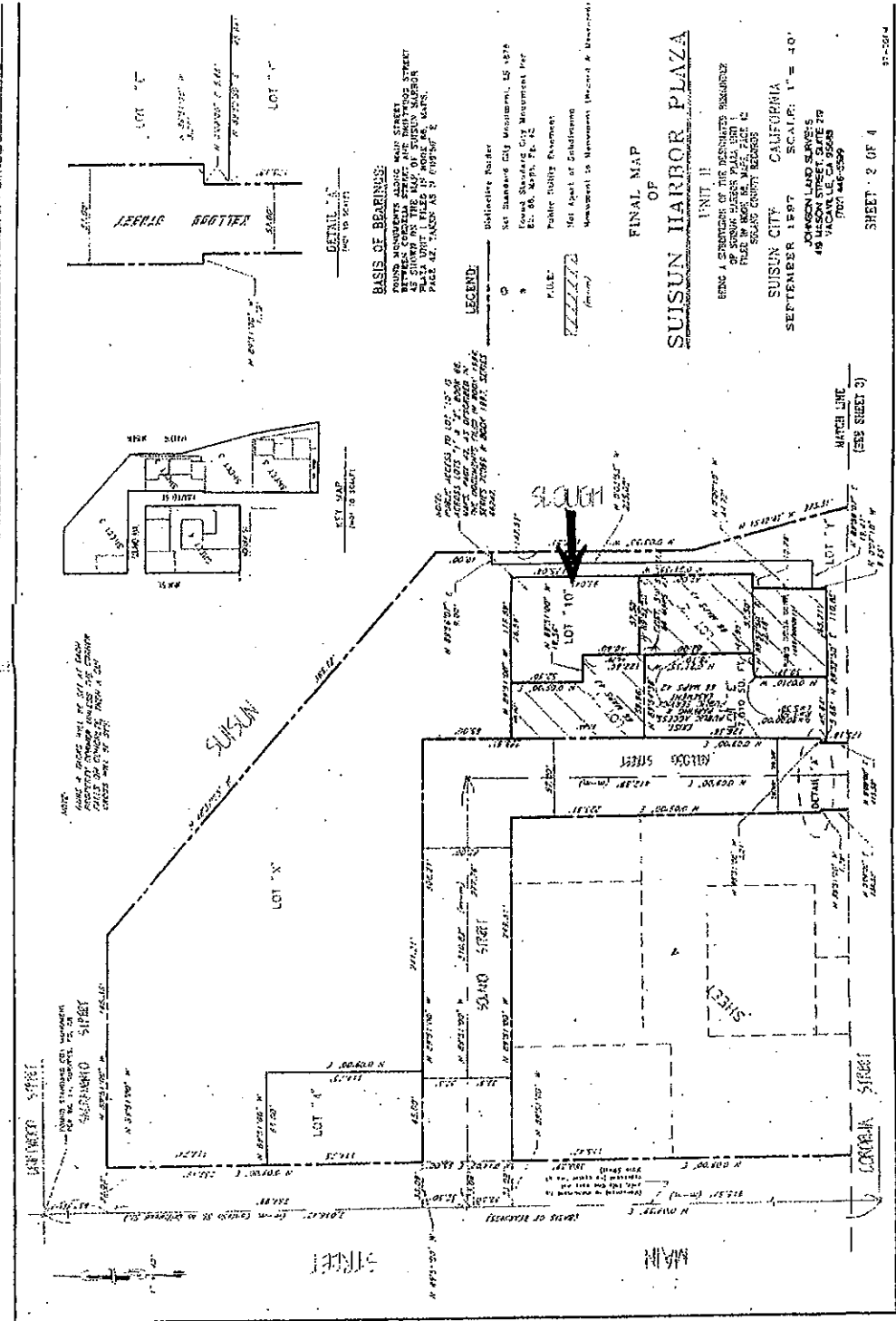
BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

NOTICE OF A WITHHOLDING REQUIREMENT

State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).





**BASIS OF BEARINGS:**  
 ALL BEARINGS AND DISTANCES  
 WERE OBTAINED FROM THE  
 ORIGINAL SURVEY OF THE  
 SUI SUN HARBOR PLAZA  
 AS SHOWN ON THE MAP OF SUI SUN HARBOR  
 PLAZA, LOTS 1-10, AS FILED IN  
 PUBLIC RECORDS AS N 001 107 1 10.

**LEGEND:**  
 Distinctive Marker  
 Set Standard City Monument, 15 1/2" Dia.  
 20.00, 20.00, 20.00, 20.00  
 Public Utility Placement  
 Not a Part of Subdivision  
 Measurement to Monument (Vertical & Horizontal)

**FINAL MAP  
 OF  
 SUI SUN HARBOR PLAZA**

**UNIT II**  
 BEING A SUBDIVISION OF THE DESIGNATED RESUBDIVISION  
 OF SUI SUN HARBOR PLAZA, UNIT I,  
 PUBLIC RECORDS AS N 001 107 1 10  
 SUI SUN HARBOR PLAZA  
 SUI SUN CITY CALIFORNIA  
 SEPTEMBER 1987 SCALE: 1" = 40'  
 JOHNSON LAND SURVEYS  
 418 USION STREET, SUITE 219  
 VALLEJO, CALIFORNIA 94590  
 (707) 444-2899

SHEET 2 OF 4

**PRELIMINARY TITLE REPORT, PARCEL 8**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Sharmy Mayne/Laura Vierra  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823572-LAV  
**Customer No.:** Parcel 8

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
Lot 11, Suisun Harbor Plaza Unit II  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 28, 2005  
at 07:30 am

Sharmy Mayne/Laura Vierra  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

**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 more fully described below as to Parcel Two.

**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

**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:

Lot 11, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

Parcel Two:

A non-exclusive easement for public access, parking, and public service appurtenant to Parcel One above, over and across Lot D, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, Page 72, Solano County Records.

APN: 0032-142-250

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.
3. The fact that said land is included within a project area of the Redevelopment Agency shown below; 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

4. Terms and provisions, as contained in an instrument entitled, "Permit No. 20-91", executed by San Francisco Bay Conservation and Development Commission, Recorded August 12, 1993, as Series No. 1993-00073533, and amended by Instruments recorded April 11, 1997 as Instrument No. 1997-00022127, May 19, 2000 as Instrument No. 2000-00040235, and November 7, 2000 as Instrument No. 2000-00094792.

**INFORMATIONAL NOTES:**

- A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- B. General and Special Property Taxes for the fiscal year shown below have been cancelled.
- |                     |              |
|---------------------|--------------|
| Fiscal Year:        | 2004 - 2005  |
| First Installment:  | \$ 0         |
| Second Installment: | \$ 0         |
| Land:               | \$ 0         |
| Code Area:          | 5017         |
| Parcel Number:      | 0032-142-250 |
- C. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- D. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

**GOOD FUNDS LAW**

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* **2-5 DAY AVAILABILITY (REGULATION CC)**. IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

**IRS FORM 1099**

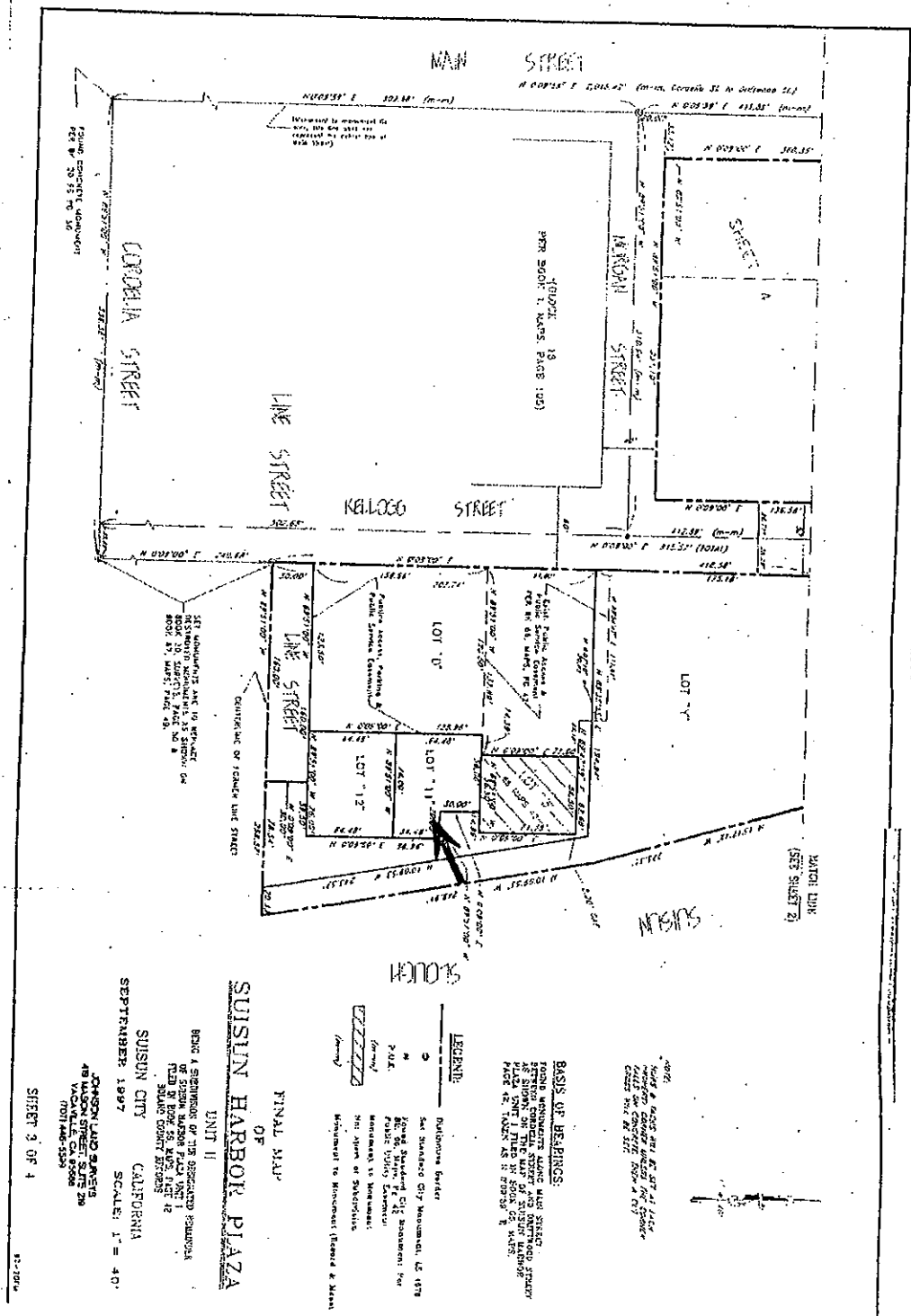
BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

**NOTICE OF A WITHHOLDING REQUIREMENT**

State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev. & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).





SUSUN

**LEGEND**

○	Ordinance barrier
□	San Francisco City boundaries, LS 1878
▨	San Francisco City boundaries, 1st
▩	San Francisco City boundaries, 2nd
▧	San Francisco City boundaries, 3rd
▦	San Francisco City boundaries, 4th
▥	San Francisco City boundaries, 5th
▤	San Francisco City boundaries, 6th
▣	San Francisco City boundaries, 7th
▢	San Francisco City boundaries, 8th
□	San Francisco City boundaries, 9th
■	San Francisco City boundaries, 10th
▟	San Francisco City boundaries, 11th
▞	San Francisco City boundaries, 12th
▝	San Francisco City boundaries, 13th
▜	San Francisco City boundaries, 14th
▛	San Francisco City boundaries, 15th
▚	San Francisco City boundaries, 16th
▙	San Francisco City boundaries, 17th
▘	San Francisco City boundaries, 18th
▗	San Francisco City boundaries, 19th
▖	San Francisco City boundaries, 20th
▕	San Francisco City boundaries, 21st
▔	San Francisco City boundaries, 22nd
▓	San Francisco City boundaries, 23rd
▒	San Francisco City boundaries, 24th
░	San Francisco City boundaries, 25th
▐	San Francisco City boundaries, 26th
▏	San Francisco City boundaries, 27th
▍	San Francisco City boundaries, 28th
▌	San Francisco City boundaries, 29th
▋	San Francisco City boundaries, 30th
▊	San Francisco City boundaries, 31st
▉	San Francisco City boundaries, 32nd
█	San Francisco City boundaries, 33rd
▇	San Francisco City boundaries, 34th
▆	San Francisco City boundaries, 35th
▅	San Francisco City boundaries, 36th
▄	San Francisco City boundaries, 37th
▃	San Francisco City boundaries, 38th
▂	San Francisco City boundaries, 39th
▁	San Francisco City boundaries, 40th

**BASIS OF BEARINGS:**  
FROM THE POINT OF BEGINNING OF THE SUSUN HARBOUR PLAZA AT THE INTERSECTION OF MAIN STREET AND KELLOGG STREET AS SHOWN ON THE MAP OF SUSUN HARBOUR PLAZA AS FILED IN THE OFFICE OF THE COUNTY CLERK OF SAN FRANCISCO, CALIFORNIA, IN 1997.

**SUSUN HARBOR PLAZA**

UNIT II  
FINAL MAP  
OF  
SUSUN HARBOR PLAZA  
SUSUN CITY, CALIFORNIA  
SEPTEMBER 1997  
SCALE: 1" = 40'

PLANNED BY  
SUSUN HARBOUR PLAZA  
VACATEES, CA 94068  
(415) 446-5555

SHEET 3 OF 4

**PRELIMINARY TITLE REPORT, PARCEL 9**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Sharmy Mayne/Laura Vierra  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823571-LAV  
**Customer No.:** Parcel 9

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
Lot 12, Suisun Harbor Plaza Unit II  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 28, 2005  
at 07:30 am

Sharmy Mayne/Laura Vierra  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

**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 more fully described below as to Parcel Two.

**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

**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:**

Lot 12, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

**Parcel Two:**

A non-exclusive easement for public access, parking, and public service appurtenant to Parcel One above, over and across Lot D, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, Page 72, Solano County Records.

APN: 0032-142-240

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.
3. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

4. Terms and provisions, as contained in an instrument entitled, "Permit No. 20-91", executed by San Francisco Bay Conservation and Development Commission, Recorded August 12, 1993, as Series No. 1993-00073533, and amended by Instruments recorded April 11, 1997 as Instrument No. 1997-00022127, May 19, 2000 as Instrument No. 2000-00040235, and November 7, 2000 as Instrument No. 2000-00094792.

**INFORMATIONAL NOTES:**

A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.

B. General and Special Property Taxes for the fiscal year shown below have been cancelled.

Fiscal Year:	2004 - 2005
First Installment:	\$ 0
Second Installment:	\$ 0
Land:	\$ 0
Parcel Number:	0032-142-240

C. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.

D. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

**GOOD FUNDS LAW**

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* **2-5 DAY AVAILABILITY (REGULATION CC)**. IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

**IRS FORM 1099**

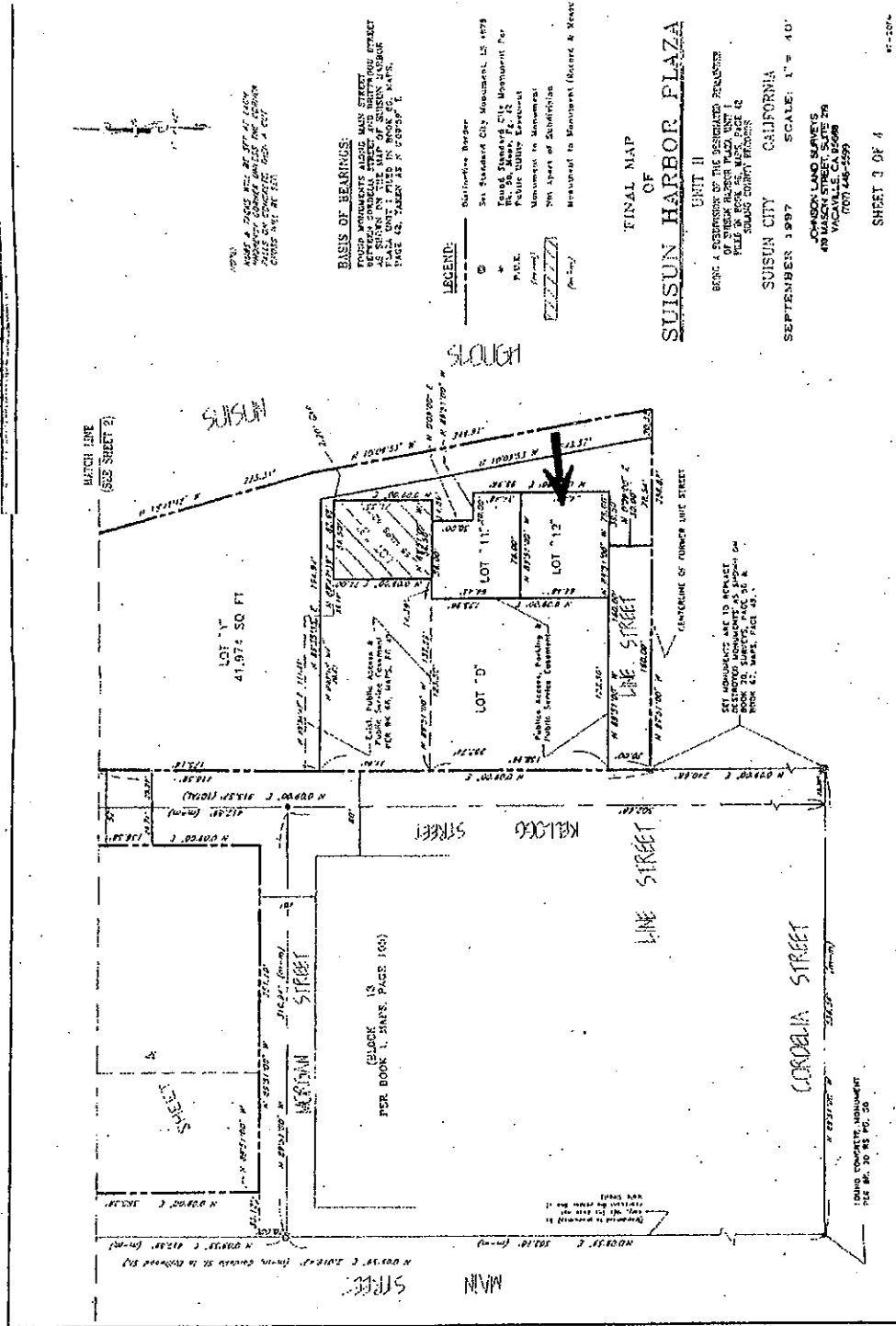
BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

**NOTICE OF A WITHHOLDING REQUIREMENT**

**State Withholding & Reporting for closings after January 1, 2003:** Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).





**PRELIMINARY TITLE REPORT, PARCEL 11**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Laura Vierra/Sharmy Mayne  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823559-LAV  
**Customer No.:** Parcel 11

*Doc 11*

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Blvd.  
Suisun City CA 94585

**Property Address:**  
0032-061-390  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 June 28, 2005  
at 07:30 am

Laura Vierra/Sharmy Mayne  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee

**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

**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:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN CITY, CALIFORNIA, BEING PORTIONS OF BLOCK 47, BLOCK 50, AND A 20' PRIVATE ALLEY, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF BLOCKS 46, 47, 48, 49, 50, 51, 52, AND 53 IN THE TOWN OF SUISUN CITY," FILED FOR RECORD IN BOOK 5 OF MAPS, PAGE 12, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 5, 2001, INSTRUMENT NO. 2001-00129904, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE INTERSECTION OF THE EAST LINE OF PALM AVENUE WITH THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP BEARS NORTH 84° 26' 50" EAST, 119.60 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A POINT LYING 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, OF THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE SOUTH 00° 12' 20" WEST, 65.00 FEET; THENCE NORTH 89° 47' 40" WEST, 110.00 FEET; THENCE NORTH 00° 12' 20" EAST, 65.00 FEET TO A POINT, 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, THE SOUTH LINE OF SAID FLORIDA STREET; THENCE, LYING 12.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, SOUTH 89° 47' 40" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

APN: 0032-061-390

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, for the fiscal year 2003 - 2004.

First Installment:	\$894.32 Delinquent
Penalty:	\$89.43
Second Installment:	\$894.32 Delinquent
Penalty:	\$89.43
Cost:	\$10.00
Code Area:	5017
Parcel Number:	0032-061-390

The Lien of the Assessment shown below, which assessment is or will be collected with and included in the property taxes shown above.

Assessment:	
Assessment:	Victorian Harbor C Maintenance
Amount:	\$1,389.62
Assessment:	Victorian Harbor C Dredging
Amount:	\$399.02

3. 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.
4. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency:	Redevelopment Agency of the City of Suisun City
Recorded:	July 14, 1982
Instrument No.:	25626
Book:	1982
Page:	45007

And as modified by an instrument

Recorded:	July 21, 1989
Instrument No.:	890047829

5. Any facts, rights, interests or claims which a correct survey would show.

**INFORMATIONAL NOTES:**

- A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- B. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.
- C. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

GOOD FUNDS LAW

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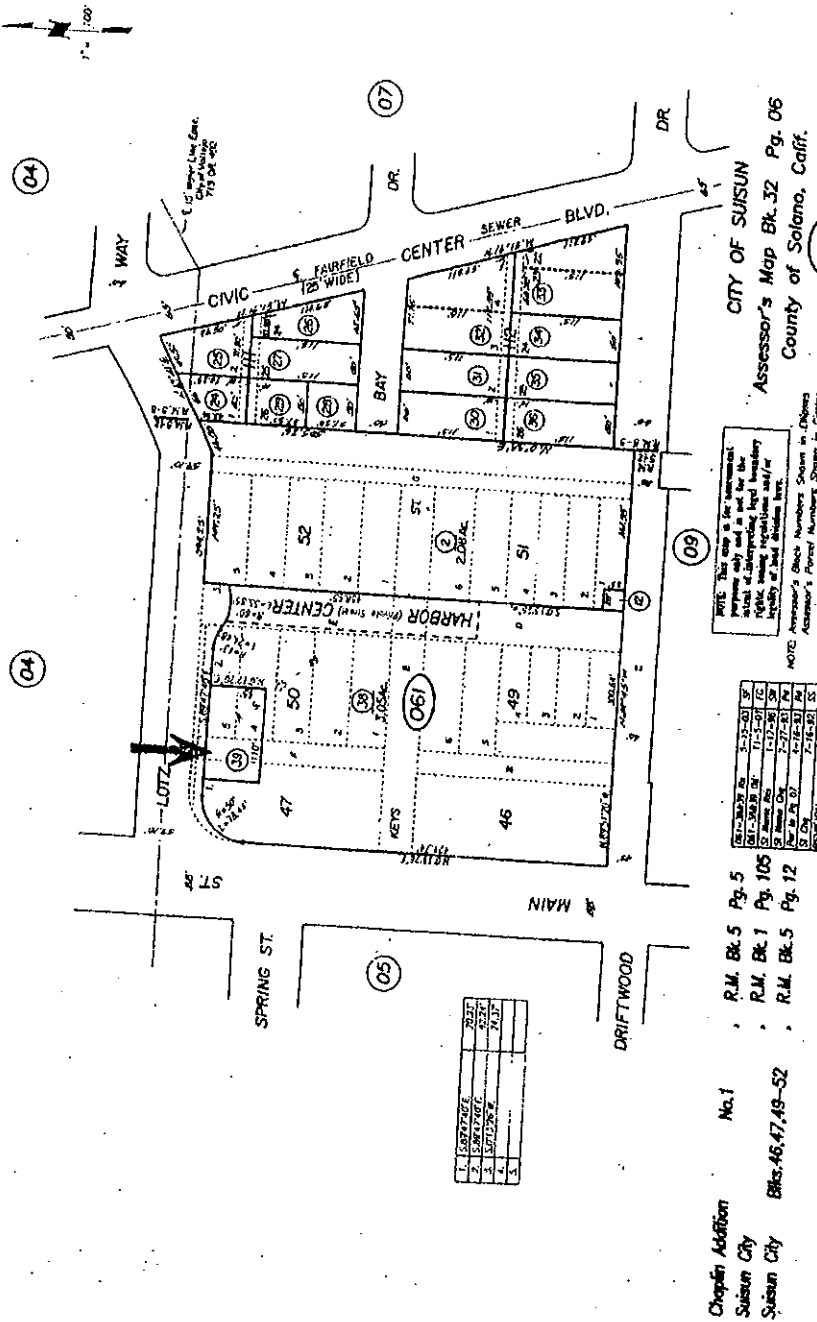
For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).



Assessor's Office  
 1. 10/12/2004  
 2. 11/12/2004  
 3. 12/12/2004  
 4. 01/12/2005  
 5. 02/12/2005

32-06

5017



CITY OF SUISUN  
 Assessor's Map Bk. 32 Pg. 06  
 County of Solano, Calif.

JUN 9 1 2004

Copyright © 1998, Solano County Assessor/Recorder. All rights reserved.

NOTE: This map is for information purposes only and is not for the purpose of determining legal boundary. It is subject to change without notice. Assessor's Office Numbers Shown in Circles.

Parcel No.	Area (Ac.)	Assessor's No.
46	2.00	061
47	2.00	061
49	2.00	061
50	2.00	061
51	2.00	061
52	2.00	061
53	2.00	061
54	2.00	061
55	2.00	061
56	2.00	061
57	2.00	061
58	2.00	061
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93	2.00	061
94	2.00	061
95	2.00	061
96	2.00	061
97	2.00	061
98	2.00	061
99	2.00	061
100	2.00	061

Chaplin Addition No. 1 R.M. Bk. 5 Pg. 5  
 Suisun City R.M. Bk. 1 Pg. 105  
 Suisun City Bk. 46, 47, 48-52 R.M. Bk. 5 Pg. 12

Description: Solano, CA Assessor Map 32.6 Page: 1 of 1  
 Order: lvhki Comment:



**DRAFT SUMMARY REPORT OF:**

*Parcels 10, 12, and 13  
Main Street West  
Civic Center Drive and Lotz Way  
Suisun City, California*

**DATES OF VALUATION:**

*September 12, 2005 - Date of Value  
September 15, 2005 - Date of Report*

**PREPARED FOR:**

*Al DeSilva  
Interim Economic Development Director  
Suisun City Redevelopment Agency  
701 Civic Center Boulevard  
Suisun City, California 94585*

**PREPARED BY:**

*Garland and Associates  
1455 Oliver Road, Suite 290  
Fairfield, California 94534-3463  
(707) 429 8660*

**GARLAND &  
ASSOCIATES**  
REAL ESTATE APPRAISERS AND CONSULTANTS

Ronald G. Garland, MAI, SRA  
Lena Garland, SRA  
Jill Zuerner  
John T. Zazrivy  
Business Manager  
Noreen O Regan

September 15, 2005

Al DeSilva  
Interim Economic Development Director  
Suisun City Redevelopment Agency  
701 Civic Center Boulevard  
Suisun City, California 94585

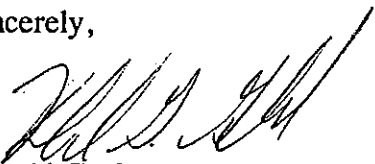
Dear Mr. De Silva,

The following summary report of complete appraisals of Parcels 10, 12, and 13 of the Main Street West project in Suisun City, California, has been prepared in response to your request. The purpose of this appraisal was to form an opinion of the market value of the fee simple interest in the subject properties. The value opinions are in terms of cash or cash equivalence, and consistent with the Definition of Market Value included in this report. This appraisal is intended to be in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as complete appraisals in a summary reporting format.

Please refer to the Assumptions and Limiting Conditions and Appraisal Scope located on pages III through V of the Introduction, which limit this report. All data gathered in this investigation is from sources believed to be reliable.

In our opinion, as of September 12, 2005, the market value of the fee simple interest in Parcel 10 was \$575,000. The market value of the fee simple interest in Parcels 12 and 13 was \$2,100,000. This letter must remain attached to this report which contains 21 pages and Addenda in order for the value opinion set forth to be considered valid.

Sincerely,



Ronald G. Garland, MAI, SRA  
CA #AG001662



Jill Zuerner  
CA #AG014459

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**OPPOSITE PAGE EXHIBITS**

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Assessor's Parcel Maps  
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**ADDENDA**

Subject Photographs  
Site Sales Data  
Preliminary Title Reports

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following *SPECIFIC* assumptions and limiting conditions:

1. This report is intended to serve as a valuation guide for potential sale purposes. The client of this appraisal is the Suisun City Redevelopment Agency. The intended users are the Redevelopment Agency, the City of Suisun City, Main Street West Partners, and the California State Departments of Water Resources and Labor Relations. We do not authorize the use of this appraisal by any other parties, or for any other use. Any other parties choosing to utilize this appraisal do so at their own risk, and without our consent.
2. The opinion of the market value of Parcel 10 assumes that the parcels are under one ownership.
3. The client has defined this assignment as a complete appraisal in a summary report format. Summary reports are not intended to completely convey the considerations and/or analysis of the appraisers. The reader is advised that there may be portions of the analysis that are not included in this summary report.

This appraisal is subject to the following *GENERAL* assumptions and limiting conditions:

1. It is the responsibility of the client to read this report and to inform the appraisers of any errors or omissions of which he/she is aware of before using this report or making it available to a third party.
2. Unless otherwise stated in this report, the existence of hazardous substances, which may or may not be present on the property, was not called to our attention nor did we become aware of such during the inspection. We have no knowledge of the existence of such substances on or in the property unless otherwise stated and we are not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion reported herein is predicated on the assumption that no such hazardous substances exist in or on the property, or in such proximity that would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.
3. Unless specifically stated in this report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, hold, or construct the property appraised at the appraised value. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.
4. No liability is assumed for matters legal in character.
5. We assume that there are no defects of title and that the property is free and clear of all liens or encumbrances.
6. No right or obligation to expert testimony or attendance in court by reason of this appraisal, with reference to this property, is included, unless arrangements have been previously made.
7. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purposes by any but the principal to whom it is addressed without said principal's previous written consent, and in any event, only with the proper qualifications.

**ASSUMPTIONS AND LIMITING CONDITIONS** continued

8. The information furnished by others, as identified in this report, is believed to be accurate and reliable, but no guarantee is made as to the correctness thereof.
9. Any sketches in this report are included to assist the reader in visualizing the property. Land dimensions were taken from available public information and we assume no responsibility for these dimensions.
10. The projections of costs, income, and expenses for the subject property are not predictions of the future. These projections are our best estimates of the current market thinking about what future income and expenses will be. We make no warranty or representation that these projections will materialize. The real estate market is constantly fluctuating and changing and it is not our task to estimate the conditions of a future real estate market. We can only reflect what the investment community envisions for the future in terms of rental rates, expenses, supply and demand.
11. Neither all nor any parts of the content of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute, or to the MAI or SRA designations) shall be disseminated to the public through any media or to any other parties without prior written consent and approval.
12. Ronald G. Garland and Jill Zuerner are certified by the State of California as General Real Estate Appraisers. However, we are not licensed or certified in the fields of building inspection or civil, soils, structural, or environmental engineering. We believe that the subject property is not adversely impacted by hidden or unapparent conditions relative to these fields, unless otherwise stated within this report.
13. We assume that there are no hidden or unapparent conditions which would influence the value of the subject property.

## SCOPE OF APPRAISAL

1. Discussed with the client the nature of the assignment, including an agreement of the purpose and intended use of the report, date of valuation and report, property rights and interest appraised, extraordinary assumptions, values to be reported, and any other appropriate restrictions or limitations to be placed on the scope of the assignment.
2. Inspected and photographed the subject property.
3. Investigated current ownership and recent history of the subject property. Reviewed preliminary title reports and BCDC permit.
4. Investigated the city, area, and immediate location in relation to the impact of these locales on the subject property.
5. Checked with the Suisun City Planning Department regarding current and reasonable future zoning, land use policies, development requirements, and current and proposed developments that may impact the subject property.
6. Formed an opinion of the highest and best use of the subject property.
7. Researched comparable sales, including public records, other appraisers, active and knowledgeable brokers, and publications providing comparable sale data.
8. Confirmed comparable data to the extent necessary, preferably with parties immediate to each transaction.
9. Developed an opinion of the value of the subject property by use of appropriate appraisal techniques.
10. Prepared the written complete appraisal/summary report.



**PROFESSIONAL QUALIFICATIONS  
RONALD G. GARLAND, MAI, SRA**

Ronald G. Garland, MAI, SRA is a real property analyst and appraiser, experienced in the appraisal of single and multi-family residential, subdivision, office, retail, light industrial, speculative land, development land, and agricultural land. In addition to appraisal, Mr. Garland is experienced in the analysis and valuation of various complex and special purpose properties, along with development valuation, analysis, and feasibility studies. Specialized studies include absorption analysis, financial feasibility analysis, development cash flow analysis, conservation easements, and complex or specialized property highest and best use analysis. Mr. Garland has testified as an expert witness in the Solano, Napa, Contra Costa, and Sacramento County Superior Courts relating to various real estate valuation topics.

Mr. Garland holds both the MAI and SRA designations of the Appraisal Institute and has been recertified under the voluntary program of continuing education for the designated members of the Institute. Mr. Garland served an elected term as a member of the National Board of Directors of the Appraisal Institute from 1996 through 1999 and served as the 1995 President of the San Francisco Bay Area Chapter of the Appraisal Institute. Mr. Garland is also certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).

**EMPLOYMENT**

July, 1983	Owner/Operator, Garland and Associates
July, 1979	District Appraisal Officer, Bank of America
December, 1976	Appraiser, Merced County Assessor's Office

**EDUCATION**

University	University of California at Davis, Bachelor of Science in Agricultural Science and Management (1976)
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Appraisal Courses	<b>Appraisal Institute:</b> USPAP Update (2005) Effective Appraisal Writing (2004) Standards of Professional Practice Part C (2000) The Appraiser as an Expert Witness - Preparation & Testimony (1999) Condemnation Appraising: Advanced Topics and Applications (1999) Advanced Income Capitalization (1998) Advanced Sales Comparison and Cost Approaches (1996) Highest & Best Use and Market Analysis (1995) Standards of Professional Practice Parts A & B (1995)
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**PROFESSIONAL QUALIFICATIONS**  
**RONALD G. GARLAND, MAI, SRA** (continued)

Appraisal Courses      **Appraisal Institute:** (cont.)  
Capitalization Theory & Techniques, Part B (AIREA, 1986)  
Valuation and Report Writing (AIREA, 1985) Case Studies (AIREA, 1985)  
Electronic Spreadsheet in the Appraisal Office (AIREA, 1985)  
Residential Valuation (AIREA, 1984)  
Subdivision Analysis (AIREA, 1982)  
Introduction to Appraisal (SREA, 1978)  
Income Property Appraisal (SREA, 1978)

**RECENT CONTINUING EDUCATION**

Seminars/Workshops      **Appraisal Institute:**  
Annual Fall Conference (2004)  
Estimating Loss in Value (2004)  
The Appraiser's Workfile: What, When, Where and Why? (2004)  
Appraisal Litigation Practice and Courtroom Management (2003)  
Case Studies in Limited Partnership and Common Tenancy (2003)  
The Yellow Book Seminar (2002)  
Entitlement, Land Subdivision and Valuation (2001)  
Communications Corridors, Tower Sites, and Property Rights (2001)  
Federal Land Exchanges and Acquisitions: Appraisal Issues  
and Applications (2000)  
Public Interest Value vs. Market Value Seminar (1999)  
The Condemnation Process (1998)  
Wetlands Valuation (1998)  
Valuation of Detrimental Conditions (1998)  
Defending and Attacking Appraisals in Litigation (1997)  
New Industrial Valuation (1997)  
Vineyard Valuation (1997)  
Litigation Skills for the Appraiser (1997)  
Residential Subdivision Feasibility Analysis and Design (1995)  
Residential Litigation (1995)  
Federal and State Laws and Regulations (1995)  
Mello Roos/Assessment Bonds (1995)  
Eminent Domain (1995)  
Understanding Limited Appraisals - General (1994)  
Litigation Valuation (1994)  
Assessment Bond Seminar (1993)  
Americans With Disabilities Act Seminar (1992)  
Easement Valuation (1992)  
Wetlands and Wetland Mitigation Values (1992)  
Subdivision Analysis (1990)  
Rates, Ratios, and Reasonableness (1989)  
Feasibility Analysis & Highest & Best Use (1989)

## **PROFESSIONAL QUALIFICATIONS**

**RONALD G. GARLAND, MAI, SRA** (continued)

### **International Right of Way Association**

Transportation Corridors (1999)  
Taking "Special" out of Benefits (1997)  
Condemnation Appraising and Mock Trial (1997)  
Contaminated Properties (1993)

## **AFFILIATIONS**

Northern California Chapter, Appraisal Institute  
Sacramento Sierra Chapter, Appraisal Institute  
Real Estate Analysis Microcomputer User Group  
Contributing Member of the Real Estate Research Council  
of Northern California  
Solano Commercial Broker Association  
Solano Economic Development Corporation (SEDCORP)

## **RECENT PROFESSIONAL ACTIVITIES**

### **Appraisal Institute:**

Member of the National Nominations Committee (2000)  
Member of the National Board of Directors (1997-1999)  
Region I Vice Chair (1997-1998)  
National Finance Committee (1998-1999)  
San Francisco Bay Area Chapter President (1995)  
San Francisco Bay Area Chapter Vice President (1994)  
San Francisco Bay Area Chapter Treasurer (1993)  
Northern California Chapter Secretary (1992)  
Northern California Chapter Board of Directors (1989-92)  
Sierra-Nevada Chapter Board of Directors (1989-91)  
Northern California Chapter Long Range Planning Committee (1989)  
Northern California Chapter Admissions Committee (1986-90)  
Professional Standards Review and Counseling Committee (1984-91)

## **COMMUNITY ACTIVITIES**

Cordelia Rotary, Charter Member and 2001-2002 President

## PROFESSIONAL QUALIFICATIONS JILL ZUERNER

Jill Zuerner is an Associate Appraiser with Garland and Associates, Real Estate Appraisers and Consultants and is active in the appraisal and analysis of various income producing properties, both existing and proposed. In addition to appraisal, Ms. Zuerner is active in the analysis of various complex and special purpose properties, including the analysis of absorption, financial feasibility, and complex or specialized property highest and best use. Ms. Zuerner is certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG014459) and is a General Associate Member of the Appraisal Institute.

### EMPLOYMENT

October, 1985            Associate Appraiser with Garland and Associates, Real Estate Appraisers and Consultants

### EDUCATION

Bachelor of Science            Auburn University, Alabama, Sociology

Appraisal Courses            Appraisal Institute

Income Valuation of Small, Mixed-Use Properties (2004)  
Effective Appraisal Writing (2004)  
Appraising the Tough Ones (2003)  
Business Practice & Ethics (2003)  
USPAP Update (2003)  
Standards of Professional Appraisal Practice, Part C (2001)  
USPAP Update (2000)  
Report Writing and Valuation Analysis (1999)  
Advanced Income Capitalization (1998)  
Standards of Professional Practice Parts A and B (1993)  
Capitalization Theory and Techniques Part A (1992)  
Capitalization Theory and Techniques Part B (1992)  
Federal and State Laws and Regulations (1995)  
Critical Thinking/Effective Writing (1994)  
Uniform Commercial/Industrial Appraisal Report (1994)  
Understanding Limited Appraisals - General (1994)  
Americans With Disabilities Act (1992)  
Valuation Procedures (1988)  
Real Estate Appraisal Principles (1987)  
Standards of Professional Appraisal Practice (1987)  
Written Communication (1988)

### AFFILIATIONS

General Associate Member, Northern California Chapter of the Appraisal Institute

## **APPRAISAL ASSIGNMENT**

In this report, we have formed an opinion of the market value of Parcels 10, 12, and 13 of the Main Street West project in Suisun City, California. The Redevelopment Agency of Suisun City is in negotiation to sell 13 properties to Main Street West partners, who intend to develop the parcels to a combination of retail and residential uses. In this appraisal, we are not appraising the specific project that Main Street partners is planning. We have formed "as is" opinions of value of each of the 13 parcels included in the project, based on the existing condition and zoning designation, with the recognition that there is a reasonable anticipation the zoning may be changed in the future. The appraisals of the other 10 properties will be in other documents.

The intended use of this appraisal is to assist with establishing the price of the subject properties in this transaction. During the course of this assignment we have been asked to comment on how this appraisal relates to Section 1720 *et seq.* of the California Labor Code. The appraisal profession does not have a recognized definition of this term, nor is "fair market price" defined in any other state code section. In our opinion, "fair market price" is equal to the definition of "market value" included in the *Dictionary of Real Estate Appraisal*, 4th Edition, published by the Appraisal Institute, which is the definition of value being utilized in this appraisal.

In conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), these are intended as complete appraisals in a summary reporting format. The value opinions are in terms of cash or cash equivalence.

## **CLIENT, INTENDED USE AND USERS**

The client of this appraisal is the Suisun City Redevelopment Agency. The intended users are the Redevelopment Agency, the City of Suisun, Main Street West Partners, and the State of California Departments of Water Resources and Labor Relations. The intended use of the appraisal is to serve as a valuation guide for potential sale purposes. The appraisers do not authorize the use of this appraisal by any other party, or for any other use.

## **DATES OF APPRAISAL**

September 12, 2005 (date of value and inspection)

September 15, 2005 (date of report)

## **PROPERTY RIGHTS APPRAISED**

This is an appraisal of the fee simple interest in the subject property. *Fee simple interest* is defined as "absolute ownership, unencumbered by any other interest or estate."<sup>1</sup> However, all ownerships are subject to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

## **DEFINITION OF MARKET VALUE**

"Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."<sup>2</sup>

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<sup>1</sup> *Dictionary of Real Estate Appraisal*, 4th Edition, The Appraisal Institute

<sup>2</sup> *Ibid.*

## **APPRAISAL PROCESS**

In this appraisal, we will form an opinion of the market value of the fee simple interest in the subject properties. In order to form an opinion of the value of the properties, we will analyze those external and internal characteristics that may have an impact on value. As a means of quantifying value, various marketplace activities will be analyzed. In this report, the marketplace activity has been analyzed by the direct comparison approach. The direct comparison approach is a direct analysis of sales of comparable properties to draw conclusions regarding the value of the property, and the market provided sufficient data for analysis.

## **LOCATION**

The subject properties are located in Suisun City, California. Parcel 10 is located on the north side of Lotz Way, between Alder Street and the Civic Center Boulevard exit from Highway 12. Parcel 12 is located on the northwest corner of Civic Center Boulevard and Driftwood Drive, and Parcel 13 is located on the southwest corner of Civic Center Boulevard and Driftwood Drive.

## **LEGAL DESCRIPTION**

The complete legal descriptions of the three subject properties can be found in the preliminary title reports included in the Addenda of this report. The properties are located in the state of California, county of Solano, and city of Suisun City and commonly known as:

Parcel 10 - Assessor's parcel numbers 32-042-30, 36, 44 through 61, and 68.

Parcel 12 - Assessor's parcel numbers 32-061-26 through 36.

Parcel 13 - Assessor's parcel numbers 32-091-17 through 20.

## **HISTORY**

Parcels 12 and 13 are owned by the Suisun Redevelopment Agency and Parcel 10 is predominantly owned by the Redevelopment Agency. Some small remnant parcels are owned by the State of California Department of Water Resources. This appraisal assumes all of Parcel 10 is under the ownership of the Redevelopment Agency. During July 2005, the Redevelopment Agency entered into an Exclusive Negotiation Agreement with Main Street West Partners, LLC. This agreement includes the three subject properties, as well as additional sites along Main Street, Lotz Way, and the waterfront, totaling approximately 8.50 acres. The project is known as Main Street West, and will be developed to a mix of retail and residential uses. The sale price will be based on the appraised value of the properties.

In the following sections of this report, the three subject properties will be discussed individually and the highest and best use of each site will be addressed. Following the description of each parcel and the highest and best use analysis, the three subject sites will be compared to the market transactions considered the most relevant in order to form an opinion of value.



## LOCATION DESCRIPTION

The three subject properties are located in the northwestern portion of the downtown waterfront district of Suisun City, south of Highway 12 and east of Main Street. This immediate area of the city contains a mix of uses, ranging from small, older retail uses along Main Street to a new three story Class A professional office project at the intersection of Main Street and Lotz Way. The residential uses range from older, fair condition single family dwellings west of Main Street to an older fair condition mobile home park just south of Highway 12, to relatively new single family residential development and renovated apartment projects east of Civic Center Boulevard. This neighborhood also includes a park-and-ride site and the Capitol Corridor train station. Although several properties along Main Street have been renovated, the majority are older and in only fair condition. The Suisun City governmental offices are located on the southern portion of Civic Center Boulevard, adjacent to the Suisun Slough waterfront. There are also two mid-sized city parks in this neighborhood.

The Suisun Slough is between Main Street and Civic Center Boulevard. The majority of the Suisun Slough shoreline is developed with seawalls and a wide pedestrian promenade. A portion of the eastern shoreline is in a relatively native condition. There is a relatively new 150 slip marina with a 300 foot guest dock and Harbor Master building along the western shoreline and several popular restaurants and businesses. The Suisun Yacht Club is on the east side of the slough, south of City Hall.

Demand for new commercial development in Suisun City has been slow, but demand for residential properties is strong, similar to the remainder of Solano County. There are several non-contiguous vacant sites (and one improved property), including the subject of this appraisal, along Main Street, Civic Center Boulevard, Lotz Way, and along the waterfront that have been assembled by the Redevelopment Agency and have been marketed for sale. The majority of these sites are zoned for commercial development. As was mentioned, the Redevelopment Agency is currently in negotiation to sell these vacant sites to Main Street West Partners, who plan to develop the vacant sites to a combination of retail and residential uses. This new development in the downtown/waterfront area of Suisun City is anticipated to revitalize this area.

## PARCEL 10

Parcel 10 is located on the north side of Lotz Way, between the Civic Center Boulevard off-ramp from Highway 12 and Alder Street. This site is comprised of 21 Assessor's parcels, predominantly owned by Suisun City. Nine of the parcels are considered remnant parcels, and are owned by the State of California Department of Water Resources. These remnant parcels contain between 55 to 871 square feet, and are located in a non-contiguous strip along the northern property line of eight of the larger parcels, with one strip between two of the larger parcels. There is no indication that there are any utility lines under the remnant parcels, and because they are not contiguous, it does not appear that a corridor has been established. *In this appraisal, Parcel 10 has been analyzed as if the 21 parcels had been assembled into one ownership entity.*

Parcel 10 contains 1.558 acre, or 67,854 square feet. The shape of the site is a long and narrow rectangle, with greater frontage on Lotz Way in comparison to the depth. The topography is basically level, and street frontage improvements are complete. All urban utilities are available. Historically, this area had been improved to single family homes that have been removed from the site. Because of this previous development, there may be mitigation/impact fee credits available to the developer for certain fees that have already been paid.

A city alleyway extends the entire northern boundary of the site. An older mobile home park is to the north of the alley, extending to State Highway 12. Newer single family residential development is to the east and south, and a city parking lot is to the west. Vacant land designated for mixed commercial/residential development (including Parcels 12 and 13) is diagonally across Lotz Way, and a Class A three story office project is located on the corner of Lotz Way and Main Street.

### Zoning

Parcel 10 is included in the Downtown Waterfront Specific Plan area and is designated GC, or General Commercial. A variety of commercial development is allowed under this zoning designation.

### Easements

A preliminary title report completed by North American Title Company, dated July 11, 2005, indicated that a waterline easement in favor of the City of Vallejo diagonally bisects the

**PARCEL 10** continued

approximate center of the site in a southwest/northeast direction. This waterline easement area is not buildable, and limits the design of any future development on the site and the overall functional utility of the site. The title report also indicated easements across the remnant parcels that grant surface rights for lawns, fencing, shrubs, and parking to the larger parcels adjacent on the south. Once Parcel 10 has been assembled under one ownership, these surface rights easements will no longer be relevant. A copy of this title report may be found in the Addenda of this report.

**Environmental Information**

The site is located in a Flood Zone A2 (areas of 100 year flooding), as indicated on the FEMA Suisun City Map 060372 0001 B, dated June 1, 1982. This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of northern California are subject to seismic activity. This area is not impacted by any designated wetlands. There have been no publicized environmental problems associated with this area. The value contained in this report assumes there are no environmental problems, including soil and ground water contamination.

**Highest and Best Use**

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>3</sup>

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the property. Finally, it must be the maximally productive use, or the use that produces the highest net return and the highest present value to the land.

**Legally Permissible**

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses

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<sup>3</sup> *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute

## **PARCEL 10** continued

of a site. The subject property is included in the Downtown Waterfront Specific Plan area, and designated for general commercial development, and that use is legally permissible.

A change in zoning from commercial to residential is possible, but certainly not assured. A zoning change would also require an amendment to both the Suisun City General Plan and the Downtown Waterfront Specific Plan. These changes would be subject to both public hearing scrutiny and the discretionary approval of City Council.

### **Physically Possible**

Potential uses of a site are related to its location, size, shape, and topography. The site contains 1.558 acres, and has a rectangular shape with below average functional utility due to the City of Vallejo waterline easement that effectively bisects the site. The northern boundary of the site is formed by a city alley that is not used, and it is possible this alley may be abandoned and could be incorporated into the site plan. The site is located in a mixed use area of the city that includes relatively new office and single family residential development. The legally permissible commercial development and potential residential development would be physically possible on the site.

### **Financially Feasible**

Demand for new commercial development in Suisun City has generally been slow, predominantly focused on the waterfront and a commercial area along Highway 12 at Grizzly Island Road. On the other hand, the residential market in northern California in general and Fairfield/Suisun City/Vacaville in specific is strong. Demand for both lots and houses has increased considerably over the past three years, and is greater than the existing supply. There are few, if any, easily developable and entitled sites available for residential development, and developers are looking at sites that may have some development challenges. It has been evident in the past two years that developers are willing to purchase sites that are not zoned for residential development, and process all approvals. While near term commercial development of the subject may not be financially feasible in the current market, pursuing a change in zoning and other entitlements and development of the subject to a small lot single family residential subdivision is financially feasible.

### **Maximum Productivity**

The maximally productive use of a site is the use that creates the highest value to the land.

**PARCEL 10** continued

Obtaining a zoning change and other entitlements and development of the subject to a residential subdivision and the sale of the houses to individual buyers creates substantial value, and is the maximally productive use.

At this point in time, it is not clear if the highest and best use of the property is development in the existing lot configuration or if the site could be reconfigured to allow more lots.

Further engineering and architectural analysis is necessary, particularly relating to designing the project around the City of Vallejo waterline easement and the potential of obtaining more land area if the alley can be abandoned.

## PARCELS 12 AND 13

Parcel 12 is located on the northwest corner of Civic Center Boulevard and Driftwood Drive, and Parcel 13 is located on the southwest corner of these two streets. Parcel 12 includes a portion of the abandoned Bay Drive. Because of the location of these two sites on opposite sides of a street, it appears reasonable to analyze Parcels 12 and 13 as one property.

Both sites are comprised of several Assessor's parcels, and both are owned by the Suisun Redevelopment Agency. A portion of Parcel 13 was sold to Suisun Hotel Developers LP in December 2001 and a Development Agreement was negotiated. This sale was financed by a deed of trust from the Redevelopment Agency. The developers had difficulty obtaining construction financing within the time frame established by the Development Agreement, and the property reverted back to the Redevelopment Agency in July 2003.

Parcels 12 and 13 contain a total of 5.35 acres, or approximately 233,059 square feet including the area of the abandoned Bay Drive. The shape of the site is an irregular triangle, with extensive frontage on Civic Center Boulevard. The topography is basically level, and street frontage improvements are complete. All urban utilities are available.

The northern portion of the Suisun Slough is adjacent to Parcel 13 on the west, improved with the seawall and promenade area. A vacant two acre site is adjacent on the west of Parcel 12, and an active jet fuel station is adjacent on the west to the northern portion of Parcel 13. Newer single family residential development is to the east. A city park is adjacent on the south and a Class A three story office project is located on the corner of Lotz Way and Main Street.

There is the potential that the portion of Driftwood Drive that separates Parcel 12 and 13 could be abandoned, and that this area could be developed along with the remainder of the site. It is likely that there would have to be some type of public access from Civic Center Boulevard to the waterfront promenade area, which could be incorporated into a well-designed project.

### Zoning

Parcels 12 and 13 are included in the Downtown Waterfront Specific Plan area and are in a block of land extending from Civic Center Boulevard to Main Street designated C-O-R, or mixed use commercial, office, and residential development.

## **PARCELS 12 AND 13** continued

### **Easements**

Preliminary title reports completed by North American Title Company, dated July 11, 2005, indicated typical public utility easements. Parcel 13 is also under the jurisdiction of the BCDC, along with the remainder of the improved waterfront area, and was included in a BCDC permit in August 1993 (Permit 20-91). The BCDC permit is not specific to the subject property, but refers to the entire waterfront area. Typical 100 foot setbacks from the shoreline are required for any development. A copy of the title reports may be found in the Addenda of this report.

### **Environmental Information**

The site is located in a Flood Zone A2 (areas of 100 year flooding), as indicated on the FEMA Suisun City Map 060372 0001 B, dated June 1, 1982. This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of northern California are subject to seismic activity. This area is not impacted by any designated wetlands. There have been no publicized environmental problems associated with this area. The value contained in this report assumes there are no environmental problems, including soil and ground water contamination.

### **Highest and Best Use**

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>4</sup>

### **Legally Permissible**

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. The subject property is included in the Downtown Waterfront Specific Plan area, and in an area designated for mixed use office/commercial/residential development, and these uses are legally permissible. Development would have to be in conformance with any requirements included in the BCDC permit.

### **Physically Possible**

Potential uses of a site are related to its location, size, shape, and topography. Parcels 12 and

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<sup>4</sup> *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute

## **PARCELS 12 AND 13** continued

13 contain a total of 5.35 acres and have adequate functional utility. The property is located in a mixed use area of the city that includes relatively new office and single family residential development. The legally permissible mixed use development would be physically possible on the site. It is possible that this portion of Driftwood Drive could be abandoned, and incorporated into the project design as public access from Civic Center Boulevard to the waterfront/promenade area.

### **Financially Feasible**

Demand for new commercial development in Suisun City has generally been slow, predominantly focused on the waterfront and a commercial area along Highway 12 at Grizzly Island Road. For a number of years, the City attempted to secure a developer that would construct a hotel/conference center on a portion of Parcel 13, but this was apparently not a financially feasible use. On the other hand, the residential market in northern California in general and Fairfield/Suisun City/Vacaville in specific is strong. Demand for both lots and houses has increased considerably over the past three years, and is greater than the existing supply. There are few, if any, easily developable and entitled sites available for residential development, and developers are now looking at sites that may have some development challenges.

Residential development is permissible on the subject property, and it is reasonable that a buyer would plan of that type of development. However, it is not clear if the City would require individual projects, like the subject property, to have mixed uses within the project, or if the entire zoned area would be considered for mixed use development. Although this zoning area already includes a three story professional office building and other land available for commercial development, there is some risk that the City may not allow the subject property to be entirely developed to residential uses. Development of a residential project is financially feasible in this market, but development of the subject may require some amount of less profitable commercial development.

### **Maximum Productivity**

The maximally productive use of a site is the use that creates the highest value to the land. Obtaining entitlements and development of the subject to a residential subdivision and the sale of the houses or units to individual buyers creates substantial value, and is the maximally productive use.



## VALUATION

In order to form an opinion of the market value of the subject site, the direct comparison approach has been used. The highest and best use of Parcel 10 is to pursue a zoning change and other entitlements and develop a small residential project. The highest and best use of Parcel 12 and 13 is to obtain mapping and other approvals and develop a residential project. There is some risk associated with residential development of Parcels 12 and 13, because it is not known whether the project will have to include some commercial/office development under the mixed use zoning designation.

Typically, the unit of comparison for residential sites is either the price per lot or the price per unit. However, when there is not an approved tentative map and the ultimate achievable density is not known, it is reasonable to use a price per square foot unit of comparison.

We have searched this market for sales of sites intended for residential development that had partial or no entitlements at the time of sale, or had some other type of development uncertainties or constraints. These transactions are summarized below, and a map showing the location of these sites appears on the opposite page. More complete information may be found in the Addenda of this report.

Sale No.	Location	Size in Acres/SF	Sale Date	Adj. Sale Price	Adj. Price Per SF
Sub	Parcel 10, W side of Civic Center S of Lotz	5.35 233,059			
	Parcels 12 & 13 N side of Lotz	1.558 67,854			
1	Marina Boulevard @ Highway 12, Suisun City	29.98 1,305,929	Pending 08/05	\$10,000,000	\$7.66
2	Vanden Road & Alamo Drive, Vacaville	13.62 593,287	Pending 12/03 contract	\$3,868,080	\$6.52
3	McCoy Creek Way & Grizzly Island Road, Suisun City	4.37 190,357	01/05	\$1,088,000	\$5.72
4	Marshall Road, W of Alamo Drive, Vacaville	18.39 801,068	05/04	\$4,098,818	\$5.12
5	Browns Valley & VacaValley Parkways, Vacaville	8.00 348,480	07/03	\$2,200,000	\$6.31
6	Whitney Drive, E of Peabody Road, Fairfield	17.67 769,705	01/03	\$5,183,000	\$6.73

**VALUATION** continued**4. Marshall Road, west of Alamo Drive, Vacaville, 18.39 acres sold 05/04 for \$5.12 per square foot**

This site has an infill location on Marshall Road, west of Alamo Drive, and extends to Butcher Road on the north. The Vacaville Community Center is across Marshall Road, and commercial uses are along Alamo Drive and Butcher Road. The site is zoned for commercial development, but has a residential overlay. The buyer in this transaction obtained all mapping approvals for development of 178 lots that will include duets, courtyard-style homes, and two detached houses. This development will also include a private park and open space amenities. A portion of the western boundary of this site is adjacent to Laguna Creek. In addition to processing all mapping approvals, the buyer is also processing a zoning change and General Plan amendment to allow development of this project. The seller will pay off all assessment bonds in escrow. During 1999, Lowe's Home Improvement Center looked at this site, but chose a site with greater freeway exposure. In 2001, a developer proposed a high density apartment project on this site, but met considerable neighborhood opposition.

**5. Browns Valley and VacaValley Parkways, Vacaville, 8.00 acres sold 07/03 for \$6.31 per square foot**

This property is located in northern Vacaville, on the corner of Browns Valley and VacaValley Parkway. Historically, this site has been zoned and included in the General Plan for commercial development to serve the Browns Valley residential development. Demand for commercial use of this site has never emerged, even though Browns Valley is nearly built-out. The buyer in this transaction processed all tentative mapping approvals for 56 lots, as well as a zoning change and General Plan amendment.

**6. Whitney Drive, east of Peabody Road, Fairfield, 17.67 acres sold 01/03 for \$6.73 per square foot**

This property is located on the north side of Whitney Drive, east of Peabody Road and adjacent to Vanden High School on the west. The buyers in this transaction (K&B) processed all mapping approvals for development of 146 small residential lots, planned for development of two story houses ranging in size from 1,717 to 2,251 square feet. The detached houses are designed with the garages at the rear of the houses.

**VALUATION** continued

Parcel 10 contains 1.558 acre, or 67,854 square feet and is impacted by the City of Vallejo waterline easement that bisects the site and is not buildable area. However, this easement area could be used for parking and landscaping. Residential development of Parcel 10 has some risk and will require a change in zoning, which is not unreasonable to anticipate but will take some time to obtain and is not assured. Because of the previous residential development on the site, there may be mitigation fee credits available to the developer for fees already paid. None of the sales had similar potential fee credits available. Sales One, Four, and Five required zoning changes, and provided a value range of \$5.12 to \$7.66 per square foot. Sales Four and Five occurred during weaker market conditions, and upward adjustment is necessary to the \$5.12 and \$6.31 per square foot sale prices to reflect current market conditions. Sale One is the most recent transaction analyzed, and is considered the most relevant to the subject. This sale is also located in the immediate Suisun City market. This property is significantly larger than the subject, superior in overall functional utility, but similar in development risk.

The analysis of the six market transactions as compared to Parcel 10 is summarized in the following chart.

Sale No.	Location	Sale Date	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcel 10, Lotz Way, Suisun City	1.558 67,854			
1	Marina Boulevard & Highway 12, Suisun City	Pending	\$7.66	Slightly greater than \$7.66/sf	\$8.00 - \$8.50
2	Vanden Road & Alamo Drive, Vacaville	Pending	\$6.52	Greater than \$6.52/sf	\$8.00 - \$8.50
3	McCoy Creek & Grizzly Island, Suisun City	01/05	\$5.72	Greater than \$5.72/sf	\$8.00 - \$9.00
4	Marshall Road, Vacaville	05/04	\$5.12	Greater than \$5.12/sf	\$8.00 - \$9.00
5	Browns Valley & VacaValley, Vacaville	07/03	\$6.31	Greater than \$6.31/sf	\$8.00 - \$9.00
6	Whitney Drive, Fairfield	01/03	\$6.73	Greater than \$6.73/sf	\$8.00 - \$9.00

**VALUATION** continued

The six transactions indicate a reasonable value of Parcel 10 in the range of a rounded \$8.50 per square foot. This value calculation follows.

$$67,854 \text{ square feet} \times \$8.50 \text{ per square foot} = \$576,759$$

Rounded to \$575,000

**INDICATED MARKET VALUE OF PARCEL 10 = \$575,000**

Parcels 12 and 13 contain a total of 5.35 acres or 233,059 square feet (not including the Driftwood Drive right-of-way, which the developer may be able to acquire). Residential development of Parcels 12 and 13 will require approval from the City because of the mixed use zoning, which is not unreasonable to anticipate due to the office project already in this mixed use area, but is not assured. Sales Two, Three, and Six were zoned for residential development, and Sale Three had partial zoning in place. These four sales provided a value range of \$5.72 to \$6.73 per square foot. Sale Six occurred in early 2003, and upward adjustment is necessary to the \$6.73 per square foot sale price to reflect current market conditions. Sale One considered relevant to the subject even though a change in zoning is necessary to develop this site to residential use. This sale is the most recent transaction analyzed and is also located in the immediate Suisun City market. This property is significantly larger than the subject, similar in overall functional utility and inferior in locational characteristics.

The analysis of the six market transactions as compared to Parcels 12 and 13 is summarized in the chart on the following page.

**VALUATION** continued

Sale No.	Location	Sale Date	Price Per	Indicates Value of Subject is	Indicated/SF Value
Sub	Parcels 12 and 13, Civic Center Blvd., Suisun City	5.35 233,059			
1	Marina Boulevard & Highway 12, Suisun City	Pending	\$7.66	Greater than \$7.66/sf	\$9.00
2	Vanden Road & Alamo Drive, Vacaville	Pending	\$6.52	Greater than \$6.52/sf	\$8.00 - \$9.00
3	McCoy Creek & Grizzly Island, Suisun City	01/05	\$5.72	Much greater than \$5.72/sf	\$9.00
4	Marshall Road, Vacaville	05/04	\$5.12	Much greater than \$5.12/sf	\$8.00 - \$9.00
5	Browns Valley & VacaValley, Vacaville	07/03	\$6.31	Much greater than \$6.31/sf	\$8.00 - \$9.00
6	Whitney Drive, Fairfield	01/03	\$6.73	Greater than \$6.73/sf	\$9.00

The six transactions indicate a reasonable value of Parcels 12 and 13 in the range of a rounded \$9.00 per square foot. This value calculation appears below.

$$233,059 \text{ square feet} \times \$9.00 \text{ per square foot} = \$2,097,531$$

Rounded to \$2,100,000

**INDICATED MARKET VALUE OF PARCELS 12 AND 13 = \$2,100,000**

## REMNANT PARCEL ANALYSIS

Parcel 10 has been analyzed as if the parcel had been assembled under one ownership. However, the nine remnant parcels are currently owned by the State of California Department of Water Resources. These remnant parcels contain between 55 and 871 square feet, and are located in a non-contiguous strip along the northern property line of eight of the larger parcels. The remnant parcels total 6,587 square feet. The parcels are not contiguous, and it does not appear that a corridor has been established.

Although the market value of Parcel 10 was estimated to be \$8.50 per square foot, it is not necessarily reasonable to apply the value to the remnant parcels as separate entities from the remainder of Parcel 10. Remnant parcels, such as parcels left over after street widening or construction, typically have minimal utility as independent sites. We are aware of several sales of remnant parcels (full fee interest) that are in the \$1.00 to \$2.00 price range. In the case of the subject property, the parcels are adjacent to a city alleyway, and are too small to be developed with any type of structure. In addition, there are surface rights easements that have been granted to the adjacent larger parcels. Independent from the larger site, these remnant parcels have only nominal value in the marketplace. In our opinion, the value of these remnant parcels is at the lower end of this range, or \$1.00 per square foot, equating to a nominal value of \$6,500.

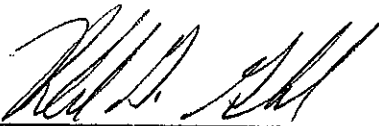
## CERTIFICATION

We certify that, to the best of our knowledge and belief

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standard of Professional Appraisal Practice.
8. We have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the persons signing this report.
10. To the best of our knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

**CERTIFICATION** continued

11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, Ronald G. Garland has completed the continuing education program of the Appraisal Institute.
13. We have the necessary education and experience to competently perform this appraisal assignment.
14. Ronald G. Garland is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG001662).
15. Jill Zuerner is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG014459).
16. This appraisal is intended to be in full compliance with the 2005 Edition of the Uniform Standards of Professional Appraisal Practice as a complete appraisal in a summary reporting format.



Ronald G. Garland, MAI, SRA  
CA #AG001662



Jill Zuerner  
CA #AG014459

9/15/05

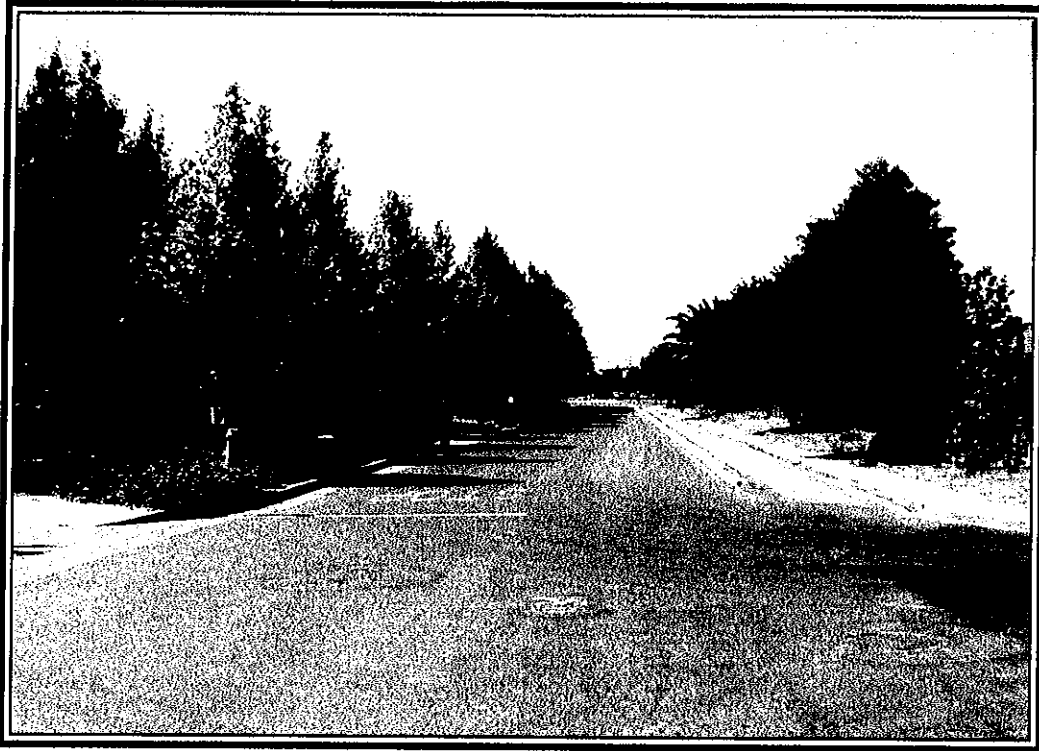
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9-15-05

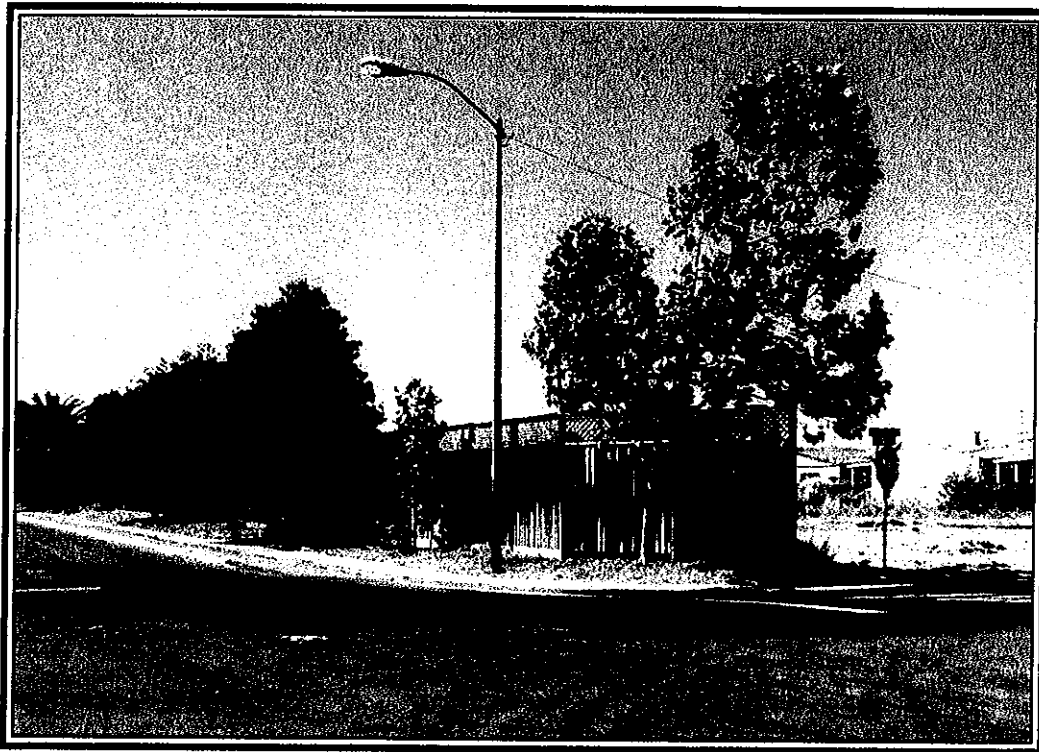
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SUBJECT PHOTOGRAPHS

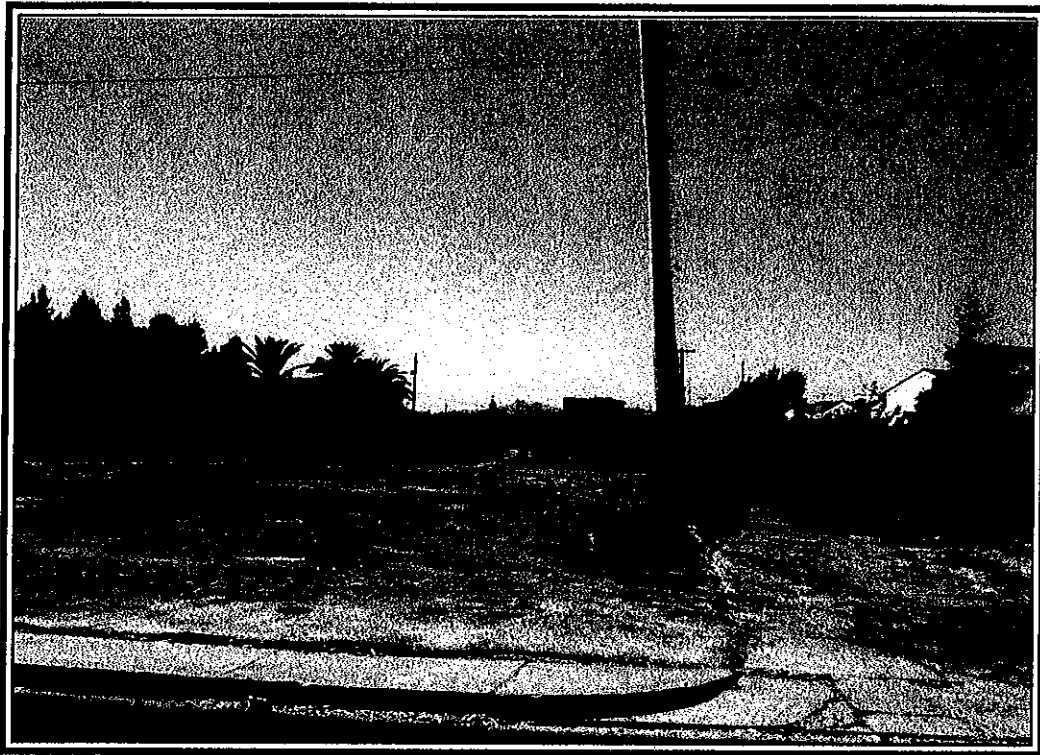


Looking west on Lotz Way from Alder Street.  
Parcel 10 is on the right.



Parcel 10

SUBJECT PHOTOGRAPHS

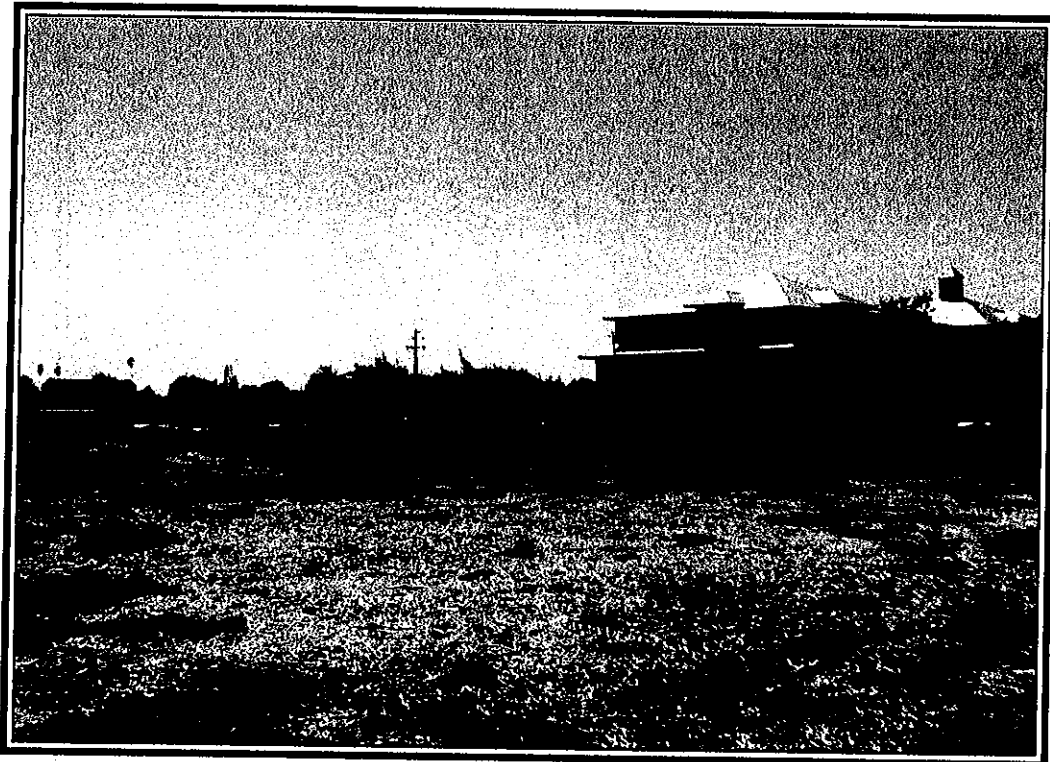


Looking across the rear of Parcel 10 and the alleyway.



Looking south on Civic Center Boulevard.  
Parcels 12 and 13 are on the right.

SUBJECT PHOTOGRAPHS



Looking west across Parcel 12. The recently completed office project is visible.



Looking northwest across Parcel 13.



Pending Land Sale No. 1

**Property Identification**

**Record ID** 171  
**Property Type** Premapped, Smaller-lot detached  
**Location** West side of Marina Boulevard, north of Highway 12, Suisun City, Solano County, California  
**Tax ID** 32-230-29 & 37

**Sale Data**

**Grantor** Travis Industrial Park & Ken, Inc. (Hofmann Company)  
**Grantee** Signature Homes  
**Property Rights** Fee simple  
**Conditions of Sale** Arm's length  
**Financing** Planned as an all cash to the seller transaction  
**Verification** Other sources: Metroskan, appraisal, Confirmed by Ronald Garland

**Contract Price** \$10,000,000

**Land Data**

**Zoning** CS, Commercial, refer to comments  
**Topography** Basically level  
**Utilities** All available in Marina Boulevard  
**Shape** Irregular  
**Entitlements** None, refer to comments  
**Financial Obligations** Unknown  
**Physical Condition** Raw land

**Land Size Information**

**Gross Land Size** 29.980 Acres or 1,305,929 SF  
**Net Land Size** 22.480 Acres or 979,229 SF (residential land)  
**Planned Units** 152 residential units, refer to comments

**Indicators**

**Sale Price/Gross Acre** \$333,556  
**Sale Price/Gross SF** \$7.66  
**Sale Price/Net Acre** \$444,840  
**Sale Price/Net SF** \$10.21  
**Sale Price/Planned Units** \$65,789

**Remarks**

This property is located on the north side of Highway 12, along the west side of Marina Boulevard. The area to the east is built-out to single family subdivisions, and this site has historically been zoned for service commercial development. During June 2004, the buyers made an offer to purchase these two parcels for \$10,000,000, which has been accepted by the seller. The buyer originally intended to obtain all approvals (zoning change, General Plan amendment) and develop an apartment project on the site. Currently the buyer is working with the city on plans for a 152 lot zero lot line detached single family residential project on approximately 22.48 acres, with 4.7 acres of service commercial development along the railroad tracks to the northwest and 2.8 acres of commercial development at the intersection of Highway 12 and Marina Boulevard. The density of the residential development is in the range of 6.76 units per acre. All urban utilities are available in Marina Boulevard.

Pending Land Sale No. 2

**Property Identification**

**Record ID** 159  
**Property Type** Premapped  
**Location** Southeast corner of Vanden Road and Alamo Drive, Vacaville,  
Solano County, California  
**Tax ID** 136-808-10, 11 & 12  
**Data Source** Buyer, public records

**Sale Data**

**Grantor** Shubin 1990 Trust  
**Grantee** Meritage Homes  
**Property Rights** Fee simple  
**Conditions of Sale** Arm's length  
**Financing** Planned as all cash t the sellers  
**Verification** Steve Hicks, Meritage Homes; 916 677-5795, May 26, 2005;  
Other sources: Metroscan, Confirmed by Jill Zuerner

**Contract Price** \$3,868,080

**Land Data**

**Zoning** Residential  
**Topography** Basically level  
**Utilities** All available  
**Shape** Rectangular  
**Entitlements** Annexation, zoning  
**Financial Obligations** Unknown  
**Physical Condition** Raw land

**Land Size Information**

**Gross Land Size** 13.620 Acres or 593,287 SF

**Indicators**

**Sale Price/Gross Acre** \$284,000  
**Sale Price/Gross SF** \$6.52

**Remarks**

This property is located on the corner of Vanden Road and Alamo Drive in far eastern Vacaville. This site is comprised of three Assessor's parcels, and at the time of contract, one of the parcels was improved with an older single family dwelling that was of no value to the buyer. Relatively new residential subdivisions are to the west and north. The buyer plans to process all mapping approvals for a residential development prior to the close of escrow.

**Property Identification**

<b>Record ID</b>	150
<b>Property Type</b>	Mixed use
<b>Location</b>	Southeast corner of McCoy Creek Way and Grizzly Island Road, Suisun City, Solano County, California
<b>Tax ID</b>	173-670-10 & 15
<b>Data Source</b>	Broker, deed, public records

**Sale Data**

<b>Grantor</b>	Century Vision Developers, Inc.
<b>Grantee</b>	Harbor Park LLC
<b>Sale Date</b>	January 14, 2005
<b>Deed Book/Page</b>	05-6576
<b>Property Rights</b>	Fee simple
<b>Conditions of Sale</b>	Arm's length
<b>Verification</b>	Kevin English; (707) 436-7300, April 11, 2005; Other sources: Metrosan, Confirmed by Jill Zuerner

<b>Sale Price</b>	\$1,088,000
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**Land Data**

<b>Zoning</b>	Commercial/Residential
<b>Topography</b>	Basically level
<b>Utilities</b>	All available
<b>Shape</b>	Irregular rectangle
<b>Entitlements</b>	Partial zoning

**Land Size Information**

<b>Gross Land Size</b>	4.370 Acres or 190,357 SF
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**Indicators**

<b>Sale Price/Gross Acre</b>	\$248,970
<b>Sale Price/Gross SF</b>	\$5.72

**Remarks**

This site is located on McCoy Creek Way, adjacent to a new elementary school and south of recent Highway 12-oriented commercial development. The buyer in this transaction plans a mixed use development, that will include 10 zero-lot line single family houses, 10 live/work units, and approximately 7,000 square feet of office space. Off-site improvements are complete and all utilities are available. At the time of sale, a portion of the site was zoned for multi-family development and the remainder was zoned for commercial development.

Land Sale No. 4

**Property Identification**

**Record ID** 125  
**Property Type** Premapped, Zero Lot Line  
**Address** Marshall Road, west of Alamo Drive, Vacaville, Solano County, California  
**Tax ID** 127-080-37, 38, 50 & 54  
**Data Source** Broker, public records

**Sale Data**

**Grantor** Gentry-Alamo Drive  
**Grantee** PFVV, LP (Silverwing)  
**Sale Date** May 04, 2004  
**Deed Book/Page** 04-59015  
**Property Rights** Fee simple  
**Conditions of Sale** Arin's length  
**Financing** All cash to the sellers  
**Verification** Don Matthews; March 02, 2004; Other sources: Newspaper, Metroscan, Confirmed by Jill Zuerner

**Sale Price** \$4,098,818

**Land Data**

**Zoning** CG, Commercial, refer to comments  
**Topography** Basically level  
**Utilities** All available  
**Shape** Irregular  
**Entitlements** Overlay zoning  
**Physical Condition** Raw land

**Land Size Information**

**Gross Land Size** 18.390 Acres or 801,068 SF  
**Planned Units** 178

**Indicators**

**Sale Price/Gross Acre** \$222,883  
**Sale Price/Gross SF** \$5.12

**Remarks**

This site has an infill location on Marshall Road, west of Alamo Drive, and extends to Butcher Road on the north. The Vacaville Community Center is across Marshall Road, and commercial uses are along Alamo Drive and Butcher Road. The site is zoned for commercial development, but has a residential overlay. The buyer in this transaction obtained all mapping approvals for development of 178 lots that will include duets, courtyard-style homes, and two detached houses. This development will also include a private park and open space amenities. A portion of the western boundary of this site is adjacent to Laguna Creek. In addition to processing all mapping approvals, the buyer is also processing a zoning change and General Plan amendment to allow development of this project. The seller will pay off all assessment bonds in escrow. During 1999, Lowe's Home Improvement Center looked at this site, but chose a site with greater freeway exposure. In 2001, a developer proposed a high density apartment project on this site, but met considerable neighborhood opposition.



**Land Sale No. 5**

**Property Identification**

**Record ID** 120  
**Property Type** Mixed density, Smaller-lot detached  
**Property Name** Villaggio  
**Address** Vacaville, Solano County, California  
**Location** Northeast corner of Browns Valley and VacaValley Parkway  
**Tax ID** 133-070-32 at time of sale  
**Data Source** Broker, deed, public records

**Sale Data**

**Grantor** DLC-Browns, LP  
**Grantee** Villaggio Partners, LLC  
**Sale Date** July 30, 2003  
**Deed Book/Page** 03-124950  
**Property Rights** Fee simple  
**Conditions of Sale** Arm's length  
**Financing** All cash to the seller  
**Verification** Kevin English; 707 436-7300, September 02, 2003; Other sources: Metroscan, CoStar, Confirmed by Jill Zuerner

**Sale Price** \$2,200,000

**Land Data**

**Topography** Basically level  
**Shape** Rectangular  
**Entitlements** Buyer processed  
**Financial Obligations** None  
**Physical Condition** Raw land

**Land Size Information**

**Gross Land Size** 8.000 Acres or 348,480 SF  
**Planned Units** 56

**Indicators**

**Sale Price/Gross Acre** \$275,000  
**Sale Price/Gross SF** \$6.31

**Remarks**

This property is located on the corner of Browns Valley and VacaValley Parkways. Historically, this site has been zoned and included in the General Plan for commercial development to serve the Browns Valley residential development. Demand for commercial use of this site has never emerged, even though Browns Valley is nearly built-out. The buyer in this transaction processed all tentative mapping approvals for 56 lots as well as a zoning change and General Plan amendment.

Land Sale No. 6

**Property Identification**

**Record ID** 118  
**Property Type** Mixed density, Smaller-lot detached  
**Location** North side of Whitney Drive, east of Peabody Road, Fairfield, Solano County, California  
**Tax ID** 174-010-26 at time of sale  
**Data Source** Deed, public records

**Sale Data**

**Grantor** Peabody Road Partners  
**Grantee** KB Home South Bay, Inc.  
**Sale Date** January 08, 2003  
**Deed Book/Page** 03-3396  
**Property Rights** Fee simple  
**Conditions of Sale** Arm's length  
**Financing** All cash to the seller  
**Verification** Other sources: Metroscan, CoStar, Confirmed by Jill Zuerner

**Sale Price** \$5,183,000

**Land Data**

**Zoning** RM, Residential  
**Topography** Basically level  
**Utilities** All available  
**Shape** Rectangular  
**Entitlements** Zoning  
**Physical Condition** Raw land

**Land Size Information**

**Gross Land Size** 17.670 Acres or 769,705 SF  
**Planned Units** 146.00

**Indicators**

**Sale Price/Gross Acre** \$293,322  
**Sale Price/Gross SF** \$6.73

**Remarks**

This property is located on the north side of Whitney Drive, east of Peabody Road and adjacent to Vanden High School on the west. The buyers in this transaction (K&B) processed all mapping approvals for development of 146 small residential lots, planned for development of two story houses ranging in size from 1,717 to 2,251 square feet. The detached houses are designed with the garages at the rear of the houses.

**PRELIMINARY TITLE REPORT, PARCEL 10**



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Laura Vierra/Sharmy Mayne  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823557-LAV  
**Customer No.:** Parcel 10

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Blvd.  
Suisun City CA 94585

**Property Address:**  
0032-042-300, 360, 440 thru 610, and 680  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER. 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 July 11, 2005  
at 07:30 am

Laura Vierra/Sharmy Mayne  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee as to Parcels One, Three, Five, Seven, Nine, Ten, Twelve, Fourteen, Sixteen, Seventeen, Nineteen, Twenty, and Twenty One through Twenty Eight.

An easement more fully described below as to Parcels Two, Four, Six, Eight, Eleven, Thirteen, Fifteen, and Eighteen.

**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 as to Parcels One through Twenty and The State of California as to Parcels Twenty One through Twenty Eight

**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:**

LOT 14, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 10 1976, IN BOOK 1976, AT PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-600

**PARCEL TWO:**

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL ONE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976 PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

**PARCEL THREE:**

LOT 15, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 10 1976, IN BOOK 1976, AT PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-580

**PARCEL FOUR:**

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL THREE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976 PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

**PARCEL FIVE:**

LOT 16, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 10 1976, IN BOOK 1976, AT PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-560

PARCEL SIX:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL FIVE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976 PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

PARCEL SEVEN :

LOT 17, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 10 1976, IN BOOK 1976, AT PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-540 & 0032-042-520

PARCEL EIGHT :

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL SEVEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976 PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

PARCEL NINE:

LOT 18, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APN: 0032-042-300

PARCEL TEN:

LOT 19, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 25, 1976, IN BOOK 1976, AT PAGE 48508, INSTRUMENT NO. 29818, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-500

PARCEL ELEVEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL TEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED AUGUST 25, 1976, IN BOOK 1976 PAGE 48508, INSTRUMENT NO. 29818, SOLANO COUNTY OFFICIAL RECORDS.

PARCEL TWELVE:

LOT 20, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 28, 1976, IN BOOK 1976, AT PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-480

PARCEL THIRTEEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL TWELVE ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 28, 1976, IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

PARCEL FOURTEEN:

LOT 21, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 28, 1976, IN BOOK 1976, AT PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-460

PARCEL FIFTEEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL FOURTEEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 28, 1976, IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

PARCEL SIXTEEN:



LOT 22, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APN: 0032-042-360

PARCEL SEVENTEEN:

LOT 23, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 3, 1976, IN BOOK 1976, AT PAGE 62446, INSTRUMENT NO. 38510, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-440

PARCEL EIGHTEEN:

AN EXCLUSIVE EASEMENT FOR SUCH PURPOSES AS LAWNS, SIDE FENCING, SHALLOW ROOTED SHRUBS, AND PARKING, BEING APPURTENANT TO PARCEL SEVENTEEN ABOVE, OVER THE PROPERTY DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 3, 1976, IN BOOK 1976 PAGE 62446, INSTRUMENT NO. 38510, SOLANO COUNTY OFFICIAL RECORDS.

PARCEL NINETEEN:

LOT 24 AND 25, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF CEDAR STREET WITH THE NORTHERLY LINE OF THAT 20 FOOT WIDE ALLEY AS SAID AID STREET AND ALLEY ARE SHOWN ON THE RECORD OF SURVEY MAP FILED FOR RECORD MARCH 9, 1979 IN BOOK 14 OF SURVEYS, PAGE 59, SOLANO COUNTY RECORDS, THENCE (1) ALONG SAID NORTHERLY LINE SOUTH 89° 41' 09" EAST 25.00 FEET; THENCE (2) SOUTH 2° 25' 44" WEST 20.02 FEET TO THE SOUTHERLY LINE OF SAID ALLEY; THENCE (3) SOUTH 10° 09' 33" EAST 116.95 FEET TO THE NORTHERLY LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE (4) SOUTH 0° 18' 51" WEST 30 FEET MORE OR LESS TO THE CENTERLINE OF SAID FLORIDA STREET.

A PORTION OF 0032-042-680

PARCEL TWENTY:

A PORTION OF THAT 20 FOOT ALLEY OF BLOCK 110 AS SAID STREET AND ALLEY IS SHOWN ON THE RECORD OF SURVEY MAP FILED FOR RECORD MARCH 9, 1979 IN BOOK 14 OF SURVEYS, PAGE 59, SOLANO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4 INCH IRON PIPE (TAGGED L.S. 4354) SET TO MARK THE INTERSECTION OF THE EASTERLY LINE OF CEDAR STREET (A STREET 50 FEET IN WIDTH) WITH THE

SOUTHERLY LINE OF SAID ALLEY, THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 41' 09" EAST, 20 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 41' 09" WEST, 92-69 FEET; THENCE NORTH 0° 31' 51" EAST 20 FEET MORE OR LESS TO THE NORTHERLY LINE OF SAID ALLEY; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 41' 09" WEST, 93.73 FEET; THENCE SOUTH 02° 25' 4" EAST TO THE TRUE POINT OF BEGINNING.

APN: A PORTION OF 0032-042-680

PARCEL TWENTY ONE:

A PORTION OF LOT 23, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 3, 1976, IN BOOK 1976 PAGE 62446, INSTRUMENT NO. 38510, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-450

PARCEL TWENTY TWO:

A PORTION OF LOT 19, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED AUGUST 25, 1976, IN BOOK 1976, PAGE 48508, INSTRUMENT NO. 29818, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-510

PARCEL TWENTY THREE:

A PORTION OF LOT 14, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-610

PARCEL TWENTY FOUR:

A PORTION OF LOT 15, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-590

PARCEL TWENTY FIVE:

A PORTION OF LOT 16, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-570

PARCEL TWENTY SIX:

A PORTION OF LOT 17, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 10, 1976, IN BOOK 1976, PAGE 70148, INSTRUMENT NO. 43287, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-550 & 0032-042-530

PARCEL TWENTY SEVEN:

A PORTION OF LOT 20, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 28, 1976, IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-490

PARCEL TWENTY EIGHT:

A PORTION OF LOT 21, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 28, 1976, IN BOOK 1976, PAGE 55086, INSTRUMENT NO. 33854, SOLANO COUNTY OFFICIAL RECORDS.

APN: 0032-042-470

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.
3. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: The City of Vallejo

No representation is made as to the present ownership of said easement.

Purpose: Construction, maintenance, and use of pipelines for the transmission and distribution of water  
Recorded: June 10, 1954  
Instrument No.: 8927  
Book: 719 Official Records  
Page: 492  
Affects: 0032-042-300, 460, 480, 500 and 530

4. Covenants, Conditions and Restrictions (but deleting therefrom any covenant, condition or restriction indicating preference, limitation, or discrimination, based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 U.S.C. 3604 (c)) as set forth in the document:

Recorded: July 10, 1979  
Instrument No.: 33441  
Book: 1979  
Page: 56423

Limitations, reservations, provisions, assessments, liens and charges as contained in the above mentioned declaration.

Said declaration contains, among other things, the following:

- A. Certain easements
- B. Assessments
- C. Liens and the subordination thereof
- D. Provisions relating to partition
- E. Restrictions on severability of component interest
- F. Mortgage protection clause
- G. Covenants, Conditions and Restrictions (but deleting therefrom any covenant, condition or restriction indicating a preference, limitation or discrimination, based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 U.S.C. 360 (c)).

Said instrument also provides for assessments levied by the Garden Village Home Owners Association.

Said matter affects: 0032-042-540, 560, 580, and 600

5. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: Pacific Gas and Electric Company

No representation is made as to the present ownership of said easement.

Purpose: Utility purposes  
Recorded: June 19, 1981  
Instrument No.: 25960  
Book: 1981  
Page: 44746  
Affects: 0032-042-680

6. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: The City of Suisun City

No representation is made as to the present ownership of said easement.

Purpose: Surface rights for lawns, side fencing, shallow rooted shrubs and parking  
Recorded: August 25, 1976  
Instrument No.: 29818  
Book: 1976  
Page: 48508  
Affects: 0032-042-510

Restrictions on the use, by the owners of said land, of the easement area as set out in the easement document.

Recorded: August 25, 1976  
Instrument No.: 29818  
Book: 1976  
Page: 48508

Said matter affects: 0032-042-500

7. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: Leonard Graves, etal

No representation is made as to the present ownership of said easement.

Purpose: Surface rights for lawns, side fencing, shallow rooted shrubs and parking  
Recorded: September 28, 1976  
Instrument No.: 33854  
Book: 1976  
Page: 55086  
Affects: 0032-042-470 and 490

Restrictions on the use, by the owners of said land, of the easement area as set out in the easement document.

Recorded: September 28, 1976  
Instrument No.: 33854  
Book: 1976  
Page: 55086

Said matter affects: 0032-042-460 & 480

8. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: Robert Thorton, etal

No representation is made as to the present ownership of said easement.

Purpose: Surface rights for lawns, side fencing, shallow rooted shrubs and parking  
Recorded: November 3, 1976  
Instrument No.: 38510  
Book: 1976  
Page: 62446  
Affects: 0032-042-450

Restrictions on the use, by the owners of said land, of the easement area as set out in the easement document.

Recorded: November 3, 1976  
Instrument No.: 38510  
Book: 1976  
Page: 62446

Said matter affects: 0032-042-440

9. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: Watergate Associates, a Limited Partnership

No representation is made as to the present ownership of said easement.

Purpose: Surface rights for lawns, side fencing, shallow rooted shrubs and parking  
Recorded: December 10, 1976  
Instrument No.: 43287  
Book: 1976  
Page: 70148  
Affects: 0032-042-530, 550, 570, 590, and 610

Restrictions on the use, by the owners of said land, of the easement area as set out in the easement document.

Recorded: December 10, 1976  
Instrument No.: 43287  
Book: 1976  
Page: 70148

Said matter affects: 0032-042-520, 540, 560, 580, and 600

10. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency: Redevelopment Agency of the City of Suisun City  
Recorded: July 14, 1982  
Instrument No.: 25626  
Book: 1982  
Page: 45007

And as modified by an instrument

Recorded: July 21, 1989  
Instrument No.: 890047829

11. Any facts, rights, interests or claims which a correct survey would show.

INFORMATIONAL NOTES:

- A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.
- B. General and Special Property Taxes for the fiscal year shown below have been cancelled.
- |                     |  |
|---------------------|--|
| Fiscal Year:        | 2004 - 2005                              |
| First Installment:  | \$ 0                                     |
| Second Installment: | \$ 0                                     |
| Land:               | \$ 0                                     |
| Improvements:       | \$ 0                                     |
| Code Area:          | 5017                                     |
| Parcel Number:      | 0032-042-300, 360, 440 thru 610, and 680 |
- C. All escrow officers be aware that there will be a \$10.00 monument fee charged on any deed conveying the herein described property.
- D. This charge for a policy of title insurance, if issued through this title order, will be based on the short term rate.
- E. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.



GOOD FUNDS LAW

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* SAME DAY AVAILABILITY - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* NEXT DAY AVAILABILITY - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* 2-5 DAY AVAILABILITY (REGULATION CC). IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

IRS FORM 1099

BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

NOTICE OF A WITHHOLDING REQUIREMENT

State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).



**PRELIMINARY TITLE REPORT, PARCEL 12**

*pce*  
*12*



**DIRECT ALL INQUIRIES TO:**

**Title Officer:** Laura Vierra/Sharmy Mayne  
**Telephone No.:** (707) 422-1100  
**Our No.:** 56108-18823558-LAV  
**Customer No.:** Parcel 12

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Blvd.  
Suisun City CA 94585

**Property Address:**  
0032-061-260 thru 360  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER. 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 July 11, 2005  
at 07:30 am

Laura Vierra/Sharmy Mayne  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee

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

Redevelopment Agency of the City of Suisun City, a public body, corporate and politic, of the State of California

**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:**

LOTS 24 THRU 26, IN BLOCK 111, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE SOUTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING NORTHERLY OF LOT 24 THRU 26, IN BLOCK 111, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS

APN: 0032-061-260, 270, 280, 290

**PARCEL TWO:**

LOTS 1 THRU 4, IN BLOCK 112, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1, TO SUISUN CITY, SOLANO COUNTY, CALIFORNIA," FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE NORTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING SOUTHERLY OF LOTS 1 THRU 4, IN BLOCK 112, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APN: 0032-061-300, 310, 320

**PARCEL THREE:**

LOTS 22 THRU 26, IN BLOCK 112, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE SOUTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING NORTHERLY OF LOTS 22 THRU 26, IN BLOCK 112, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913, IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APN: 0032-061-330, 340, 350, 360

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.
3. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency: Redevelopment Agency of the City of Suisun City  
Recorded: July 14, 1982  
Instrument No.: 25626  
Book: 1982  
Page: 45007

And as modified by an instrument

Recorded: July 21, 1989  
Instrument No.: 890047829

4. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: The City of Suisun City

No representation is made as to the present ownership of said easement.

Purpose: Public Utilities  
Recorded: May 18, 1983  
Instrument No.: 19422  
Book: 1983  
Page: 36523  
Affects: Portions of the vacated alley described herein

5. Any unrecorded and subsisting leases and rights and claims of parties in possession.

**INFORMATIONAL NOTES:**

A. There are no conveyances affecting said land recorded within twenty-four (24) months of the date of this report.

B. General and Special Property Taxes for the fiscal year shown below have been cancelled.

Fiscal Year:	2004 - 2005
First Installment:	\$ 0
Second Installment:	\$ 0
Land:	\$ 0
Improvements:	\$ 0
Code Area:	5017
Parcel Number:	0032-061-260 thru 0032-061-360

C. This charge for a policy of title insurance, if issued through this title order, will be based on the basic insurance rate.

D. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.



#### GOOD FUNDS LAW

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- \* **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- \* **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- \* **2-5 DAY AVAILABILITY (REGULATION CC)**. IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

#### PRELIMINARY CHANGE OF OWNERSHIP REPORT

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

#### IRS FORM 1099

BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

#### NOTICE OF A WITHHOLDING REQUIREMENT

**State Withholding & Reporting for closings after January 1, 2003:** Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

Description: Solano, CA Assessor Map 32.6 Page: 1 of 1  
Order: hvhki Comment:

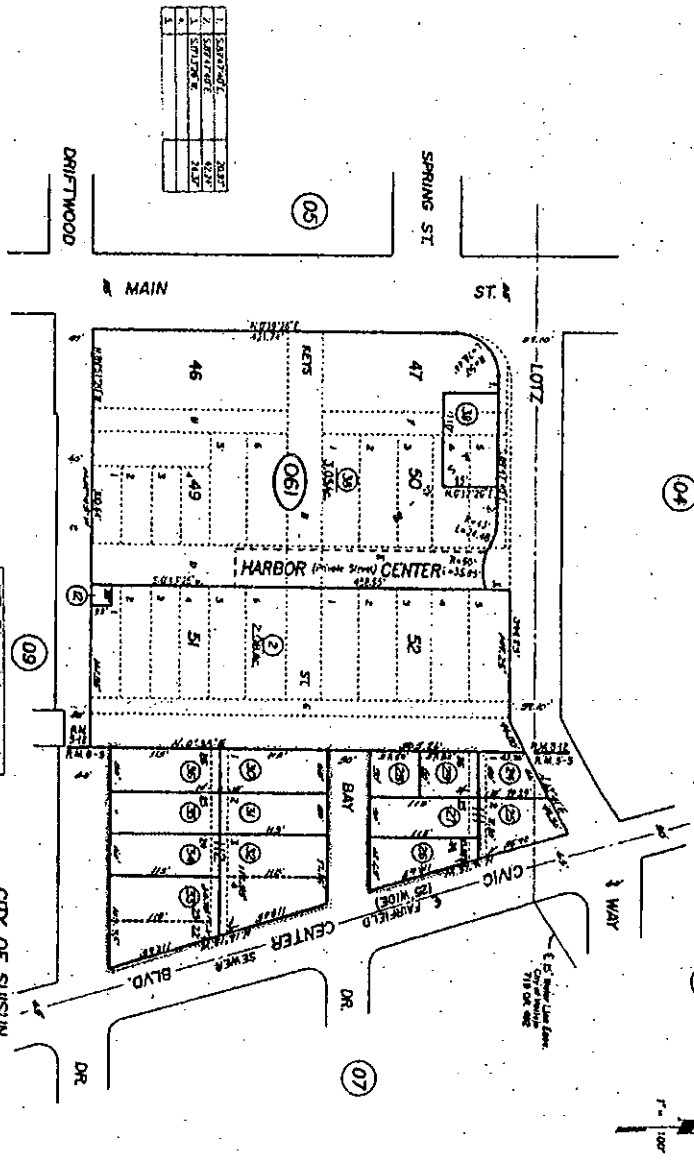
NOTICE: This map is prepared by computer and is not a substitute for a field inspection. It is not intended to be used as a legal document. It is intended to be used as a reference only. The Assessor's Office is not responsible for any errors or omissions. Code: 32-06  
5017

Origin Address No. 1  
Suisun City R.M. Bk. 5 Pg. 5  
Suisun City R.M. Bk. 1 Pg. 105  
Suisun City Bks. 46, 47, 49-52 R.M. Bk. 5 Pg. 12

LOT	AREA	DATE
1	5,000	1-1-80
2	5,000	1-1-80
3	5,000	1-1-80
4	5,000	1-1-80
5	5,000	1-1-80

NOTE: This map is for assessment purposes only and is not to be used for any other purpose. It is not intended to be used as a legal document. It is intended to be used as a reference only. The Assessor's Office is not responsible for any errors or omissions. Code: 32-06  
5017

CITY OF SUISUN  
Assessor's Map Bk. 32 Pg. 06  
County of Solano, Calif.  
JUN 1 2004  
Copyright © 1994, Solano County Assessor/Recorder. All rights reserved.



LOT	AREA	DATE
1	5,000	1-1-80
2	5,000	1-1-80
3	5,000	1-1-80
4	5,000	1-1-80
5	5,000	1-1-80

**PRELIMINARY TITLE REPORT, PARCEL 13**



**DIRECT ALL INQUIRIES TO:**  
Title Officer: Laura Vierra/Sharmy Mayne  
Telephone No.: (707) 422-1100  
Our No.: 56108-18823561-LAV  
Customer No.: Parcel 13

City of Suisun City  
Attn: Jason Garben  
701 Civic Center Drive  
Suisun City CA 94585

**Property Address:**  
0032-091-170, 180, 190, 200  
Suisun City, CA

**Preliminary Report**

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**Commonwealth Land Title Insurance Company**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST 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 EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, 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 EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE 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 THERETO) 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 July 11, 2005  
at 07:30 am

Laura Vierra/Sharmy Mayne  
Title Officer

1261 Travis Blvd., Suite 150, Fairfield, CA 94533  
Phone: (707) 422-1100 Fax: (707) 422-0749

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

To be determined

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

A fee

**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

**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:**

Parcels 1, 2, 3, and 4 as shown on that certain Parcel Map filed December 13, 2001 in Book 43 of Parcel Maps, at Page 3, Solano County Records.

APN: 032-091-170, 180, 190, 200

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

1. General and Special Property Taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2005 - 2006.
2. 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.
3. The fact that said land is included within a project area of the Redevelopment Agency shown below, 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.

Redevelopment Agency: Suisun City Redevelopment Project  
Recorded: July 14, 1982  
Instrument No.: 25626  
Book: 1982  
Page: 45007

And as modified by an instrument

Recorded: July 21, 1989  
Instrument No.: 890047829

4. Terms and provisions, as contained in an instrument entitled: "Permit No. 20-91", executed by San Francisco Bay Conservation and Development Commission, Recorded August 12, 1993, as Series No. 1993-00073533 and amended by an instrument Recorded April 11, 1997, Series No. 1997-00022127, Solano County Records.
5. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: Fairfield-Suisun Sewer District, a public entity organized under the laws of the State of California

No representation is made as to the present ownership of said easement.

Purpose: Operation, maintenance, repair, construction and replacement of sanitary sewer and other district facilities  
Recorded: June 19, 2000  
Instrument No.: 2000-00049265  
Affects: Parcels 1, 2 and 3

6. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, shown or dedicated by the map of:

Subdivision: Parcel Map  
Book: 43 of Parcel Maps  
Page: 3  
Purpose: Public utilities  
Affects: A 10 Foot strip lying adjacent to Driftwood Drive and Civic Center Blvd.

7. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, shown or dedicated by the map of:

Subdivision: Parcel Map  
Book: 43 of Parcel Maps  
Page: 3  
Purpose: Public storm drain, private sanitary sewer, public waterline  
Affects: Parcels 2 and 3

8. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, shown or dedicated by the map of:

Subdivision: Parcel Map  
Book: 43 of Parcel Maps  
Page: 3  
Purpose: Public ingress and egress easement  
Affects: Parcels 1 and 2

9. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In Favor of: Redevelopment Agency of The City of Suisun City, a Public Body, Corporate and Politic of The State of California

No representation is made as to the present ownership of said easement.

Purpose: Public ingress and egress  
Recorded: December 28, 2001  
Instrument No.: 2001-00152993  
Affects: Parcels 2 and 3

10. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby.

Amount: \$500,000.00  
Dated: December 27, 2001  
Trustor: Suisun Hotel Partners, L.P., a California Limited Partnership  
Trustee: North American Title Company, a California corporation  
Beneficiary: Redevelopment Agency of The City of Suisun City, a Public Body, Corporate and Politic of The State of California  
Recorded: December 28, 2001  
Instrument No.: 2001-00152994  
Loan No: None Shown  
Beneficiary Mailing Address: 701 Civic Center Blvd., Suisun City, CA 94585



The record title is now held by the beneficiary under said deed of trust by deed

From: Suisun Hotel Partners, L.P., a California limited  
partnership  
Dated: May 6, 2003  
Recorded: July 2, 2003  
Instrument No.: 200300108589

If said deed was intended as an absolute conveyance and a full satisfaction of the obligation secured by said deed of trust, an estoppel affidavit from the Grantor and reconveyance from the Grantee must be obtained.

**INFORMATIONAL NOTES:**

- A. The only conveyance(s) affecting said land, which recorded within twenty-four (24) months of the date of this report, is as follows:

Entitled: Grant Deed  
From: Suisun Hotel Partners, L.P., a California Limited Partnership  
To: The Redevelopment Agency of the City of Suisun City  
Recorded: July 2, 2003  
Instrument No.: 200300108589

- B. General and Special Property Taxes for the fiscal year shown below have been cancelled:

Fiscal Year: 2004 - 2005  
First Installment: \$ 0  
Second Installment: \$ 0  
Land: \$ 0  
Improvements: \$ 0  
Code Area: 5017  
Parcel Number: 0082-091-170, 180, 190, 200

- C. This charge for a policy of title insurance, if issued through this title order, will be based on the short term rate.
- D. North American Title Company, Inc's charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.

GOOD FUNDS LAW

CALIFORNIA ASSEMBLY BILL 512 ("AB512") IS EFFECTIVE ON JANUARY 1, 1990. UNDER AB512, NORTH AMERICAN TITLE COMPANY, INC. ("NORTH AMERICAN TITLE COMPANY, INC.") MAY ONLY MAKE FUNDS AVAILABLE FOR MONETARY DISPERSAL IN ACCORDANCE WITH THE FOLLOWING RULES:

- **SAME DAY AVAILABILITY** - DISBURSEMENT ON THE DATE OF DEPOSIT IS ALLOWED ONLY WHEN FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY ("NORTH AMERICAN TITLE COMPANY, INC.") IN CASH OR BY ELECTRONIC TRANSFER (WIRE). BEAR IN MIND THAT CASH WILL BE ACCEPTED FROM CUSTOMERS ONLY UNDER SPECIAL CIRCUMSTANCES AS INDIVIDUALLY APPROVED BY MANAGEMENT.
- **NEXT DAY AVAILABILITY** - IF FUNDS ARE DEPOSITED TO NORTH AMERICAN TITLE COMPANY, INC. BY CASHIER'S CHECKS, CERTIFIED CHECKS, OR TELLER'S CHECKS, DISBURSEMENT MAY BE ON THE NEXT BUSINESS DAY FOLLOWING DEPOSIT. A "TELLER'S CHECK" IS ONE DRAWN BY AN INSURED FINANCIAL INSTITUTION AGAINST ANOTHER INSURED FINANCIAL INSTITUTION (E.G., A SAVINGS AND LOAN FUNDING WITH A CHECK AGAINST A FDIC INSURED BANK).
- **2-5 DAY AVAILABILITY (REGULATION CC)**. IF THE DEPOSIT IS MADE BY CHECKS OTHER THAN THOSE DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, DISBURSEMENT MAY OCCUR ON THE DAY WHEN FUNDS MUST BE MADE AVAILABLE TO DEPOSITORS UNDER FEDERAL RESERVE REGULATION CC. THIS REQUIRES A "HOLD" ON SOME CHECKS OF 2-5 DAYS OR LONGER IN SOME INSTANCES. PERSONAL CHECKS, DRAFTS, PRIVATE CORPORATION AND COMPANY CHECKS, AND FUNDING CHECKS FROM MORTGAGE COMPANIES THAT ARE NOT TELLER'S CHECKS ARE AMONG THOSE CHECKS SUBJECT TO SUCH HOLDS. (FOR FURTHER DETAILS, CONSULT CHAPTER 598, STATUTES OF 1989.)

NOTE: THE ABOVE GUIDELINES ARE IN CONFORMITY WITH THOSE ISSUED BY THE DEPARTMENT OF INSURANCE FOR ALL CALIFORNIA TITLE INSURANCE AND CALIFORNIA TITLE COMPANIES.

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A PRELIMINARY CHANGE OF OWNERSHIP REPORT. IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL ACCEPT AN AFFIDAVIT THAT THE TRANSFEREE IS NOT A RESIDENT OF CALIFORNIA. TITLE BILLINGS WILL BE ADJUSTED TO REFLECT SUCH ADDITIONAL FEES WHEN APPLICABLE.

**IRS FORM 1099**

BEFORE THE TRANSACTION CONTEMPLATED BY THIS REPORT CAN BE CLOSED, THE SELLER/BORROWER MUST FURNISH A TAXPAYER IDENTIFICATION NUMBER TO US SO THAT WE CAN FILE AN IRS FORM 1099, OR ITS EQUIVALENT, WITH THE INTERNAL REVENUE SERVICE. THIS PROCEDURE IS REQUIRED BY SECTION 6045 OF THE INTERNAL REVENUE SERVICE.

**NOTICE OF A WITHHOLDING REQUIREMENT**

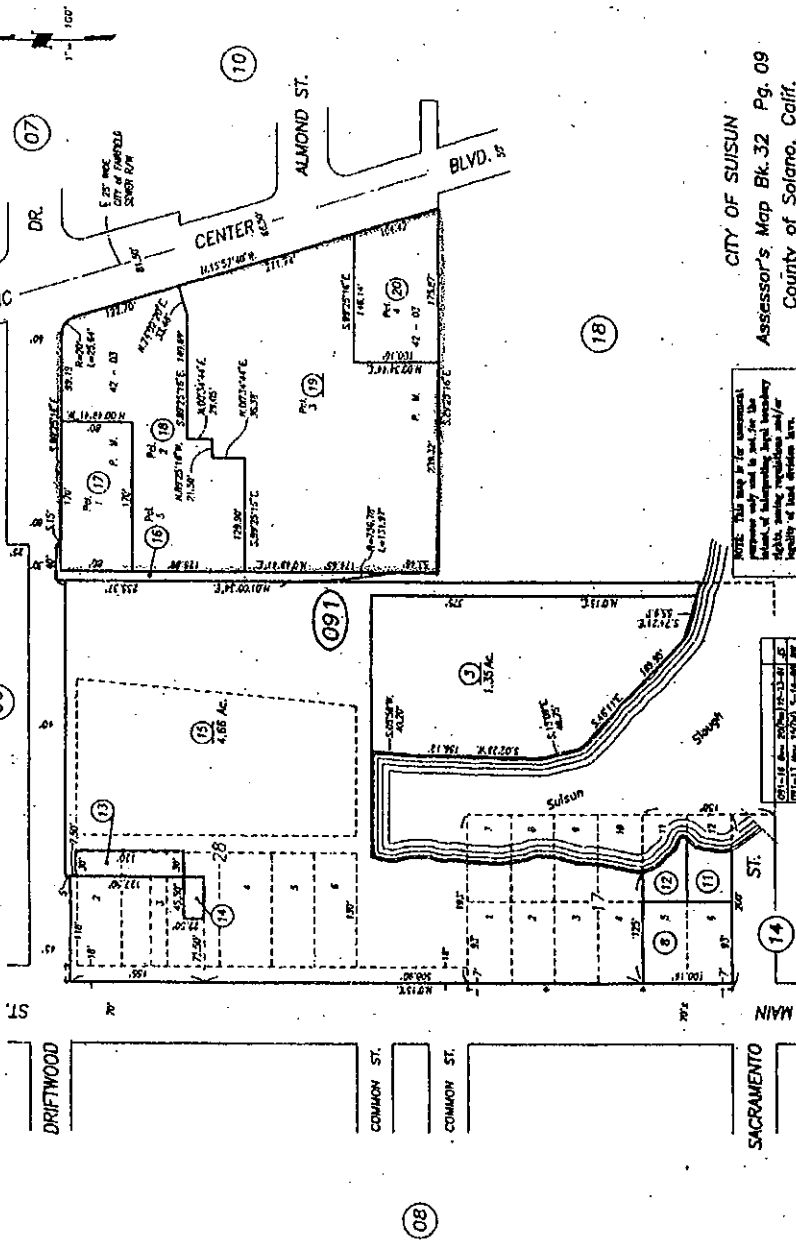
State Withholding & Reporting for closings after January 1, 2003: Under California Law (Rev & Tax Code 18662) a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller, or 2) a corporate seller that has no permanent place of business in California. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sale price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; or c) the seller, who is an individual, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's principal residence (as defined in IRC 121); (ii) the Real property was last used as seller's principal residence without regard to time period; (iii) the Real Property is or will be exchanged for property of like kind (as defined in IRC 1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC 1033) and the seller intends to acquire property similar or related in service or use as to be eligible for nonrecognition of gain for California income tax purposes under IRC 1033; or (v) the Real Property sale will result in loss of California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws. FTB may grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

32-09

Area Code  
5017

\*Previous and Area of Jurisdiction to locate. Assessed Area is to be used in accordance with the Assessor's Map. The Assessor's Map is subject to change without notice and is not to be used for any purpose other than assessment.



CITY OF SUISUN  
Assessor's Map Bk. 32 Pg. 09  
County of Solano, Calif.  
MAY 9 2002

NOTE: This map is for assessment purposes only and is not to be used for any other purpose. The Assessor's Map is subject to change without notice and is not to be used for any purpose other than assessment.

Parcel No.	Area (Ac.)	Assessed Value	Market Value
06	4.88	1,374,000	1,374,000
07	1.37	374,000	374,000
08	1.37	374,000	374,000
09	1.37	374,000	374,000
10	1.37	374,000	374,000
11	1.37	374,000	374,000
12	1.37	374,000	374,000
13	1.37	374,000	374,000
14	1.37	374,000	374,000
15	1.37	374,000	374,000
16	1.37	374,000	374,000
17	1.37	374,000	374,000
18	1.37	374,000	374,000
19	1.37	374,000	374,000
20	1.37	374,000	374,000

P.M. Bk. 01 Pg. 105

Suisun, City of

Description: Solano, CA Assessor Map 32.9 Page: 1 of 1  
Order: lvhki Comment:

EXHIBIT H

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

All improvements required on public land or rights of way, including but not limited to:

1. curbs;
2. gutters;
3. sidewalks;
4. landscaping;
5. public courtyards (not including the plaza/courtyard area located on parcels 1 & 2 to be constructed and privately owned by the Developer);
6. utilities (including without limitation utility relocations).

## EXHIBIT I

### DESCRIPTION OF THE IMPROVEMENTS

Parcels 1 and 2: construction of a two-story, multi-tenant mixed-use project, with "active" ground floor retail uses, and office or residential space on the second floor. In addition, a courtyard feature incorporating the existing Lawler House and a portion of the existing parking area (generally to the south of parcels 1 and 2 as they currently exist) will be constructed on parcels 1 and 2.

Parcel 3: construction of a 2-story mixed use building that will also have "active" ground floor retail uses, and office or residential space on the second floor.

Parcel 5: significant retrofit/refurbishing of an existing building in order to bring the building to current building code requirements. Renovation to façade in order to preserve the existing exterior architecture that will allow for more modern general commercial/retail uses.

Parcels 7, 8, and 9: developed will be with similar product relative to existing buildings (such as the Miller-Sorg building, Athenian Grill, The Gallery Salon, and Babs).

Parcels 4 and 6: construction of mixed-use product.

Parcel 10: construction of single family homes.

Parcel 11: construction of commercial building(s).

Parcels 12 and 13: construction of residential development.

**RESOLUTION NO. RA 2006-28**

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) WITH MAIN STREET WEST PARTNERS, LLC, FOR THE ADDITIONAL DEVELOPMENT OF A RESIDENTIAL PROJECT ON APPROXIMATELY 7.44-ACRES ON THE SITE THAT IS COMMONLY KNOWN AS THE "OLD CRYSTAL MIDDLE SCHOOL."**

**WHEREAS** the Redevelopment Agency of the City of Suisun City has adopted the Amended and Restated Redevelopment Plan; and

**WHEREAS** the Agency executed a Disposition and Development Agreement (the "Agreement") for the development of 8.4 acres of Agency owned properties located throughout the Downtown Waterfront Area of Suisun City; and

**WHEREAS** Recital No. 7 of the Agreement anticipated that the Agency and the Developer might enter into an Agreement with respect to the disposition and/or development of the old Crystal Middle School site; and

**WHEREAS** the parties desire that Developer acquire the old Crystal Middle School site from Agency and that it be planned and developed pursuant to the Agreement; and

**WHEREAS**, it is now being requested for the Agency to consider entering into the First Amendment to the Disposition and Development Agreement with Main Street West Partners, LLC, and

**WHEREAS**, The Agency and the City Council of the City of Suisun City conducted a public hearing on this transaction duly noticed and published as required by State of California Redevelopment Law.

**NOW THEREFORE, BE IT RESOLVED** that the Redevelopment Agency of the City of Suisun City hereby approves and authorizes the Executive Director or her designee to execute the First Amendment to the Disposition and Development Agreement between the Agency and Main Street West Partners, LLC; and

**BE IT FURTHER RESOLVED** that the Agency hereby authorizes the Executive Director or her designee to execute all documentation necessary for this transaction.

**PASSED AND ADOPTED** at a regular meeting of the Suisun City Redevelopment Agency held on the 18<sup>th</sup> day of July 2006, by the following vote:

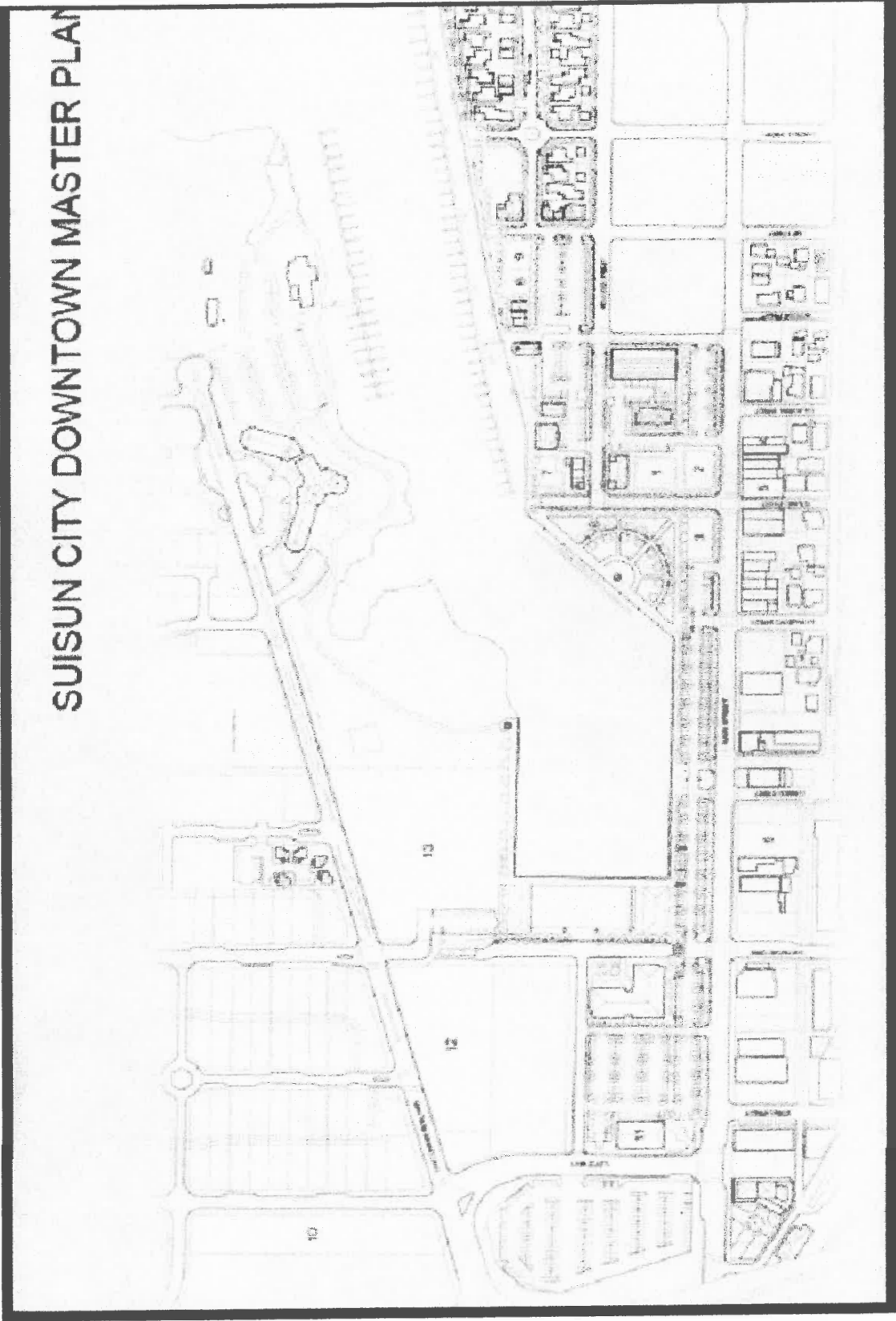
<b>AYES:</b>	BOARDMEMBERS	<u>Sanchez, Segala, Spering</u>
<b>NOES:</b>	BOARDMEMBERS	<u>None</u>
<b>ABSENT:</b>	BOARDMEMBERS	<u>Day, Derting</u>
<b>ABSTAIN:</b>	BOARDMEMBERS	<u>None</u>

**WITNESS** my hand and seal of said Agency this 18<sup>th</sup> day of July 2006.

*Linda Hobson*  
Linda Hobson, Agency Secretary

**EXHIBIT A**

**SUISUN CITY DOWNTOWN MASTER PLAN**





**FIRST AMENDMENT TO DISPOSITION  
AND DEVELOPMENT AGREEMENT**

**This First Amendment to Disposition and Development Agreement (this “Amendment”) modifies and amends the Disposition and Development Agreement for the Main Street West Project dated April 17, 2006 (the “Agreement”) between the REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, CALIFORNIA as the “Agency” and MAIN STREET WEST PARTNERS, LLC as the “Developer.”**

**WITNESSETH:**

**1. The Agreement provides for the acquisition, planning and development of certain real property described in Exhibits A and B to the Agreement.**

**2. Recital No. 7 of the Agreement anticipates that Agency and the Developer might enter into an Agreement with respect to the disposition and/or development of the old Crystal Middle School site.**

**3. The parties desire that Developer acquire the old Crystal Middle School site from Agency and that it be planned and developed pursuant to the Agreement.**

**The parties therefore agree as follows:**

**1. The definition of “Property or Properties” of the Agreement is hereby amended to add the following as the last row of the table used as part of the definition:**

PROPERTY IDENTIFICATION		SITE SIZE	
MSW PROPERTY ID	ASSESSORS PARCEL #	ACRES	SF
Parcel 14	0032-152-180	7.44	324,086

**2. The first sentence of Section 1.02 is deleted in its entirety and the following substituted therefore:**

**“The Property, in its entirety, consists of approximately 15.84 acres of real property and currently consists of the 14 parcels (some of which are comprised as several smaller parcels) as set forth in Exhibit A attached hereto.”**

**3. The table in Section 3.01 of the Agreement is amended to add an additional row as follows:**

PROPERTY IDENTIFICATION		SITE SIZE		MARKET VALUE	LIGHTHOUSE DEVELOPMENT FEE	PURCHASE PRICE
MSW PROPERTY ID	ASSESSORS PARCEL #	ACRES	SF			
Parcel 14	32-152-18	7.44	324,086	Fair Market Value as determined by MAI appraisal, but not less than \$2,500,000	\$200,834	Not less than \$2,700,834
Totals		15.84	694,863	Not less than \$6,263,000	\$572,686	Not less than \$6,835,686

4. Developer agrees to pay a \$100,000 fee (in addition to the total purchase price) for costs incurred by the City of Suisun City associated with processing entitlements for the old Crystal Middle School site.

5. Exhibit A to the Agreement is hereby amended to add the legal description for the old Crystal School Site (Parcel 14) attached hereto as Exhibit I incorporated herein by this reference.

6. Exhibit B is amended to add the depiction of Parcel 14 attached hereto as Exhibit II and incorporated herein by this reference.

7. Exhibit C, the Schedule of Performance, is hereby amended to add the Schedule of Performance for Proposed Residential Property (Parcel 14) as described in Exhibit III attached hereto and incorporated herein by this reference.

8. The first sentence of the first paragraph of the "Proposed Residential Parcels 12 & 13" page of Exhibit C is amended to substitute "eighteen months" for "120 days."

9. Exhibit D to the Agreement is amended to add the following: "Parcel 14 consists of the old Crystal Middle School site and is slated for residential development. Prior to the commencement of construction, the Developer must demolish, at the Developer's expense, the existing structures located on the site. If and to the extent Agency has demolished structures on Parcel 14 prior to its acquisition by Developer, Developer will reimburse Agency for the reasonable cost of such demolition at close of escrow."

9. Exhibit G to the Agreement is amended to add the Appraisal for Parcel 14 that is attached to this Amendment as Exhibit IV.

10. In the event of a conflict between the Agreement and this Amendment, this Amendment will control. Except to the extent inconsistent with this Amendment, the parties ratify and confirm all of the terms and conditions of the Agreement.


WHEREFORE, the parties have executed this Amendment effective July 25, 2006 ("Effective Date of First Amendment").

[Signatures on next page]

**REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**

By:   
Suzanne Bragdon, Executive Director

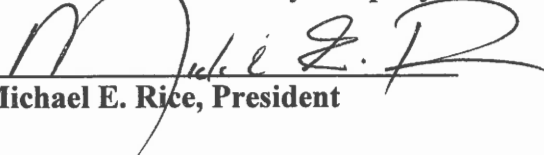
**ATTEST:**

By:   
Linda Hobson, Agency Secretary

**APPROVED AS TO FORM:**

By:   
Sky Woodruff, Agency General Counsel

**MAIN STREET WEST PARTNERS, LLC**  
a California limited liability company

By:   
Michael E. Rice, President

By: \_\_\_\_\_  
Frank J. Marinello, Vice-President

**EXHIBIT I**  
**Amended Legal Description**  
**LEGAL DESCRIPTION FOR PARCEL 14**

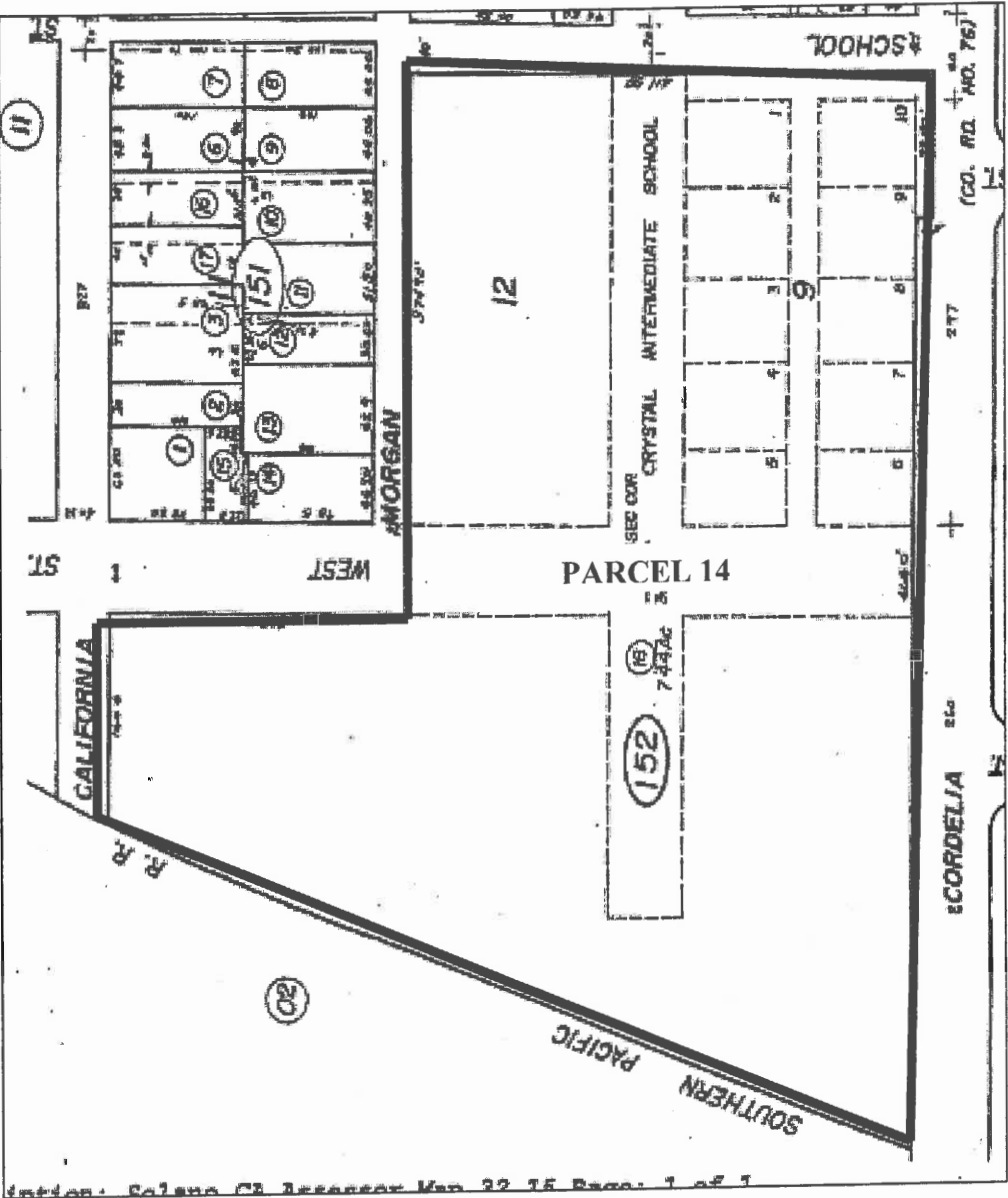
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

THAT CERTAIN PARCEL OF LAND, BOUNDED ON THE WEST BY THE EAST LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY; ON THE NORTH BY THE SOUTH LINE OF CALIFORNIA STREET AND THE SOUTH LINE OF MORGAN STREET, AS SAID STREETS NOW EXIST; ON THE EAST BY THE WEST LINE OF WEST STREET AND THE WEST LINE OF SCHOOL STREET ALSO KNOWN AS WASHINGTON AVENUE, AS SAID STREETS NOW EXIST; AND ON THE SOUTH BY THE NORTHERLY LINE OF CORDELIA STREET AS SAID STREET NOW EXISTS.

ASSESSORS PARCEL NO.: 0032-152-180

**EXHIBIT II**  
**Site Plan (Parcel 14)**



Section: Solano Co. Assessor Map 22 15 Page: 1 of 1

**EXHIBIT III**  
**Schedule of Performance (Parcel 14)**

**PROPOSED RESIDENTIAL PARCEL 14**

- 1. No later than 120 days after the effective date of the First Amendment, Developer shall submit complete applications to the Planning Commission, the agency Board, and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One article 1.03 of the DDA, subject to BCDC approval, if applicable.**
- 2. No later than 120 days after Planning Commission and any applicable BCDC approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").**
- 3. Escrow closes on the property no later than the later of 45 days after Planning Commission and BCDC approval (if applicable) and April 1, 2007.**
- 4. No later than 30 days after issuance of building permit, Developer is required to break ground (commencement of construction).**
- 5. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on Parcel 14 by no later than 24 months after completion of the Model Homes.**



**EXHIBIT IV**  
**Appraisal**  
**(Insert Upon Completion)**

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## SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This Second Amendment to Disposition and Development Agreement, dated as of September 18, 2007 (this "**Amendment**") modifies and amends the Disposition and Development Agreement for the Main Street West Project, dated April 17, 2006 (as amended on July 25, 2006, the "**First Amendment**", and together with this Amendment, the "**Agreement**") between the **REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**, as the "**Agency**" and **MAIN STREET WEST PARTNERS, LLC**, as the "**Developer**." The Agency and the Developer are referred to herein as the "**Parties**." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

A. The Agreement provides for the acquisition, planning and development of certain real property described in Exhibits A and B to the Agreement.

B. The First Amendment added the old Crystal Middle School site to the Main Street West Project, and provided for the acquisition, planning, and development of additional real property described in Exhibits I and II to the First Amendment.

C. The Parties desire to further amend the Agreement in order to provide for the release of the Deposit to the Agency, and to amend the Schedule of Performance.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Agency and Developer hereby agree to amend the Agreement as follows :

Section 1. Paragraph C of Section 3.02 of Part One of the Agreement is hereby amended to read as follows:

C. Deposit. The Developer has heretofore deposited Twenty-Five Thousand Dollars (\$25,000) with the Agency. Within five (5) days of the Effective Date, the Developer shall submit to the Escrow Agent (defined in Section 3.03 of this Part below) additional funds in the amount of Seventy-Five Thousand Dollars (\$75,000), which together with the funds held by Agency totals One Hundred Thousand Dollars (\$100,000) (collectively, the "**Deposit**").

1. Upon request of the Agency, the Escrow Agent shall release the Deposit to the Agency. Upon an event of default by the Developer and/or termination of the Agreement by the Agency, the Agency may retain the Deposit in accordance with the provisions of Section 7.04 of this Agreement.

2. Provided that Developer is not in default hereunder as described in Section 7.04 of this Agreement, the Escrow Agent shall apply the Deposit to the purchase price at close of escrow for the last parcel of the Property to be acquired by Developer in accordance with the Schedule of Performance.

3. If Developer is in default with respect to any provision of this Agreement, the Agency may, but shall have no obligation to, use the Deposit or any portion of the

Deposit to cure such default or to compensate the Agency for any damage or reasonable expense sustained by the Agency and resulting from such default, but only after providing the Developer with an opportunity to cure such default pursuant to the provisions of Section 7.04, Part One. The Agency shall provide the Developer with evidence of damages incurred as a result of a default by the Developer. If this Agreement has not been terminated as a result of such default, the Developer, on demand from the Agency, shall promptly restore such Deposit to the full amount required by this Section 3.02C.

4. If this Agreement is not otherwise terminated by the Agency and the Deposit shall not have been entirely applied to the Purchase Price of the Property or refunded to the Developer, including interest if any, the Escrow Agent shall with the written consent of the Agency refund the remaining balance of the Deposit to the Developer upon close of escrow for the last parcel of the Property acquired by the Developer in accordance with the Schedule of Performance.

5. Notwithstanding anything in this Agreement to the contrary, except for application of the Deposit to the purchase price of the last parcel of Property to be acquired by the Developer, the Agency shall have no obligation to refund the Deposit to the Developer.

Section 2. The Schedule of Performance attached as Exhibit C to the Agreement, is hereby amended in its entirety as set forth in Exhibit I attached hereto and incorporated herein by this reference.

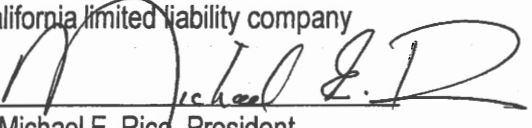
Section 3. In the event of a conflict between the Agreement and this Amendment or the First Amendment, this Amendment will control. Except to the extent inconsistent with this Amendment, the Parties ratify and confirm all of the terms and conditions of the Agreement and the First Amendment.

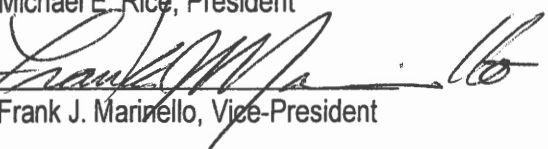
WHEREFORE, the parties have executed this Amendment effective September 18, 2007

**REDEVELOPMENT AGENCY  
OF THE CITY OF SUISUN CITY**

By:   
Suzanne Bragdon, Executive Director

**MAIN STREET WEST PARTNERS, LLC**  
a California limited liability company

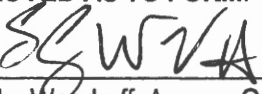
By:   
Michael E. Rice, President

By:   
Frank J. Marinello, Vice-President

ATTEST:

By:   
Linda Hobson, Agency Secretary

APPROVED AS TO FORM:

By:   
Sky Woodruff, Agency General Counsel

**EXHIBIT I**  
**SCHEDULE OF PERFORMANCE**

## EXHIBIT C

### SCHEDULE OF PERFORMANCE

#### COMMERCIAL PROPERTY PARCELS 1 & 2

Note: Since construction commenced on August 27, 2007, and since the Developer has acquired this site, the steps leading up to close of escrow and building permit issue/construction commencement are not included in this schedule.

1. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

#### COMMERCIAL PROPERTY PARCEL 3

Note: Since the Developer has acquired this site and construction documents have been submitted, the steps leading up to close of escrow and construction document submittal are not included in this schedule.

1. Upon 75% lease-up of the gross leasable area in Parcels 1 & 2 (demonstrated by signed leases), but in no event later than September 1, 2008, Developer required to commence with building construction.
2. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

#### COMMERCIAL PROPERTY PARCEL 4, 6, AND 11

1. No later than May 1, 2010, Developer shall submit complete applications to the Planning Commission, Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.
2. No later than 30 days after Planning Commission/Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 days after Planning Commission and Agency Board approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").

4. Escrow closes on the property no later than 45 days after Planning Commission approval.
5. Developer shall break ground on either parcel 4 or 6 (at Developer's option) no later than 30 days after the lease or occupancy of at least seventy-five percent (75%) of the commercial and/or retail space in the building(s) constructed on parcels 1, 2, 3, 5, 7, 8, and 9. Further, Developer shall break ground on the remaining parcel (either parcel 4 or 6), as the case may be, no later than 30 days following the lease or occupancy of at least 75% of the commercial and/or retail space in the building constructed on parcel 4 or 6. Developer shall break ground on parcel 11 no later than 30 days after the lease or occupancy of at least seventy five percent (75%) of the commercial and/or retail space in the building constructed on parcel 4 or 6.
6. Notwithstanding the time-line set forth in paragraphs 4 and 5 above, Developer shall have no obligation to acquire parcel 11 if, prior to the close of escrow appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to parcel 11 on terms acceptable to Developer in its good faith discretion and Developer has, not less than 90 days prior to the date set forth in the Schedule of Performance for the close of escrow for acquisition of said parcel, notified the Agency in writing of its decision to not acquire parcel 11.
7. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**COMMERCIAL PROPERTY  
PARCEL 5**

1. Within 60 days of the Effective Date of the Second Amendment to the DDA, Developer to submit written evidence to Agency that rehabilitation of the existing building is economically infeasible as defined in Section 3.04 of Part Two of the DDA. Agency to provide response and desired plan of action on this property upon formal claim of economic infeasibility.

**COMMERCIAL PROPERTY  
PARCEL 7**

Note: Since the Developer has acquired this site and since the construction documents have been submitted, the steps leading up to close of escrow and construction document submittal are not included in this schedule.

1. Upon 50% pre-leasing of of the gross leasable area (demonstrated by signed leases), but in no event later than April 1, 2008, Developer required to commence with building construction.
2. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**COMMERCIAL PROPERTY  
PARCELS 8 & 9**

Note: Since the Developer has acquired these sites, the steps leading up to close of escrow are not included in this schedule.

- a. Upon 50% lease-up of the gross leasable area contained within buildings constructed on Parcels 1, 2, 3, and 7, but in no event later than April 1, 2008, Developer shall submit complete applications to the Planning Commission, the Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.
1. No later than 30 days after Planning Commission and Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
2. No later than 120 Days after Planning Commission and/or BCDC approval, Developer will submit to the City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
4. Within 12 Months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.



**RESIDENTIAL PROPERTY  
PARCEL 10**

1. Developer shall submit complete applications for Planning Commission/Agency Board review no later than October 1, 2007. The applications necessary to complete and submit prior to the aforementioned October 1, 2007 are as follows:
  - i. Site Plan/Architectural Review Application
  - ii. Tentative Subdivision Map Application
  - iii. General Plan Amendment Application
  - iv. Specific Plan Amendment Application
  - v. Zoning/PUD Application

Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.

2. No later than 30 days after Planning Commission and Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 Days after Planning Commission approval, Developer will submit (a) complete construction drawings for parcel 10 to the City for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
4. Escrow closes on the parcel no later than 45 days after Planning Commission approval.
5. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
6. Within 12 Months of construction commencement, Developer shall have Model Homes ready for final inspection such that a certificate of completion can be issued. Developer shall complete the construction of all additional homes on parcel 10 no later than 15 months after completion of the Model Homes.

**RESIDENTIAL PROPERTY  
PARCELS 12 & 13**

1. Not later than September 1, 2009, Developer shall submit complete applications to all applicable regulatory agencies for review and approval as required to fully entitle the property for development. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA, subject to BCDC approval.
2. No later than 120 days after Planning Commission and BCDC approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings to for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. Escrow closes on property no later than 45 days after Planning Commission or BCDC approval.
4. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
5. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on parcel 12 and 13 by no later than 24 months after completion of the Model Homes.

**PROPOSED RESIDENTIAL  
PARCEL 14**

1. Developer shall immediately commence in working with Community Development Department to cause Noise, Traffic, and Air Quality studies to be performed. Not later than February 4, 2008, Developer shall submit complete applications to all applicable regulatory agencies for review and approval as required to fully entitle the property for development. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA, subject to BCDC approval. The applications necessary to complete and submit prior to the aforementioned February 4, 2008 date include but are not limited to:
  - i. Site Plan/Architectural Review Application
  - ii. Tentative Subdivision Map Application
  - iii. General Plan Amendment Application
  - iv. Specific Plan Amendment Application
  - v. Zoning/PUD Application
2. No later than 120 days after applications are approved, Developer will submit to City and Agency (a) complete construction drawings to for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. Escrow closes on property no later than 45 days after Planning Commission approval.
4. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
5. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on parcel 14 by no later than 24 months after completion of the Model Homes.

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### THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This Third Amendment to Disposition and Development Agreement (this "**Third Amendment**") is entered into effective as of FEB 19, 2009 ("**Effective Date**") by and between Main Street West Partners, LLC, a California limited liability company ("**Developer**") and the Redevelopment Agency of the City of Suisun City, a public body corporate and politic (the "**Agency**"). Developer and Agency are hereinafter collectively referred to as the "**Parties.**"

**WHEREAS**, the Parties entered into that certain Disposition and Development Agreement dated as of April 17, 2006 (the "**Original DDA**") pursuant to which the Developer agreed to acquire certain real property for development of a commercial, residential and retail project (as more particularly described in the DDA, the "**Project**");

**WHEREAS**, the Original DDA was amended by that certain First Amendment to Disposition and Development Agreement effective as of July 25, 2006 (the "**First Amendment**") pursuant to which an additional parcel was added to the property to be developed, and the Schedule of Performance was amended;

**WHEREAS**, the Original DDA was further amended by that certain Second Amendment to Disposition and Development Agreement effective as of September 18, 2007 (the "**Second Amendment**") in order to further amend the Schedule of Performance and to provide for the release to the Agency of the Deposit under specified circumstances (the Original DDA as amended by the First Amendment and the Second Amended is hereafter referred to as the "**DDA**"). (Capitalized terms used without definition herein shall have the meanings ascribed to such terms in the Original DDA, the First Amendment or the Second Amendment, as applicable.);

**WHEREAS**, pursuant to the DDA, Developer has acquired certain real property from Agency and pursuant to Section 4.16 of the DDA, Developer has acquired parcels located at 711 and 713 Main Street, all for development of the Project in accordance with the DDA;

**WHEREAS**, Developer has dedicated substantial time and financial resources in connection with engineering, planning and permitting for development of the Project, and the Agency has determined that Developer remains most qualified to complete development of the Project in the manner anticipated by the DDA;

**WHEREAS**, due to the current economic climate, the Parties have determined that it will not be feasible to develop the Project within the timeframe set forth in the DDA;

**WHEREAS**, the Parties desire to modify the DDA in order to provide for an extension of time for development of the Project, including a delay in the schedule for Developer's acquisition and development of certain parcels;

**WHEREAS**, the Parties desire to amend the DDA to reflect the foregoing transactions, to modify the Schedule of Performance, and to provide for certain Agency financial assistance;

**WHEREAS**, pursuant to the Original DDA, the Agency and the City Council of the City of Suisun ("**City Council**") approved the disposition of the Property to the Developer in accordance with Health and Safety Code Sections 33431 and 33433, and in connection with the approval of the Original DDA, the Agency and the City Council approved a summary report in accordance with Health and Safety Code Section 33433 (the "**Summary Report**"); and

**WHEREAS**, this Third Amendment provides that Developer's future reacquisition of each parcel purchased by the Agency pursuant to this Third Amendment, for development of the Project will be at the appraised fair market value of such property at the time of such acquisition.

**NOW THEREFORE**, in consideration of the mutual covenants of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Definitions. The DDA as amended by this Third Amendment is hereafter referred to as the "**Amended DDA**".

2. Agency Acquisition. Agency agrees to purchase from Developer the real property located in the City of Suisun City identified in the following table and more particularly described in Exhibit A attached hereto (all of the foregoing, a portion of the Property, and hereafter referred to collectively as the "**Third Amendment Property**"), for the aggregate purchase price of Seven Hundred Seventeen Thousand Two Hundred and Fifty-Seven Dollars (\$717,257) as set forth below:

PROPERTY IDENTIFICATION			SITE SIZE		PURCHASE PRICE
MSW PROPERTY IDENTIFICATION	ASSESSORS PARCEL NUMBER	ACRES	SF		
Parcel 3	32-142-30	0.17	7,459	\$105,466	
Parcel 5	32-130-01	0.10	4,425	\$170,607	
Parcel 7	32-142-28	0.15	6,372	\$117,874	
Parcel 8	32-142-25	0.10	4,300	\$ 67,002	
Parcel 9	32-142-24	0.11	4,900	\$ 76,308	
711 and 713 Main Street	32-130-030 and -040	.07	3,049	\$180,000	
			TOTAL	\$717,257	

3. Conveyance of Property. The Agency will acquire the Third Amendment Property in its AS-IS condition as of the Effective Date. At the Closing, Developer will convey the Third Amendment Property to Agency pursuant to one or more grant deeds (the "**Grant Deeds**").

4. Closing. Within three (3) business days following the Effective Date, Agency shall open an escrow at Placer Title Company ("**Title Company**") at its Oliver

Road office in Fairfield, California and will deposit with Title Company a copy of this fully executed Third Amendment. Developer shall deposit the executed Grant Deeds into escrow within ten (10) days following the Effective Date, together with the executed Note (defined in Section 7 below). Closing for the conveyance of the Third Amendment Property shall take place within the later of twenty-one (21) days following the Effective Date or the satisfaction of all of the following conditions precedent:

(a) Agency shall have completed such studies of the Third Amendment Property as Agency shall deem necessary, including without limitation, completion of a Phase I report and such other environmental evaluations and physical assessments as Agency shall require;

(b) Agency's governing board shall have approved the transactions described in this Third Amendment;

(c) Title Company shall be prepared to issue CLTA owner's policies of title insurance showing title to the Third Amendment Property vested in Agency subject only to such exceptions reasonably approved by Agency, but in no event including any liens, mortgages or tax delinquencies, with the cost of the title policy to be paid by Agency;

(d) Taxes, utilities and assessments shall be pro-rated between Agency and Developer as of the Closing Date;

(e) Developer and Agency shall each pay one-half of the closing costs, transfer taxes and recording fees;

5. Schedule of Performance. The Schedule of Performance is hereby amended in its entirety as set forth in Exhibit B attached hereto.

6. Developer's Acquisition. Pursuant to the Amended DDA, Developer shall develop the Project on the Property in accordance with the Schedule of Performance set forth in Exhibit B attached hereto. Developer shall be entitled to acquire each parcel of the Property within the timeframe set forth in Exhibit B in its AS-IS condition as of the date of such acquisition. Agency shall use its best efforts to maintain the Third Amendment Property in substantially the same condition as existed upon Agency's acquisition thereof pursuant to Section 2 above. Upon Developer's acquisition of each parcel of the Third Amendment Property, Developer shall pay to Agency the fair market value of such parcel on the date of such acquisition as determined by an appraisal conducted by an MAI certified appraiser selected by Agency and Developer. Under no circumstances shall Developer's reacquisition price for any parcel of Third Amendment Property be less than the Agency's acquisition price outlined in Section 2 above. Developer's right to acquire any parcel of the Property not acquired in accordance with the schedule set forth in Exhibit B shall terminate effective on the fifth (5<sup>th</sup>) anniversary of the Effective Date (the "**Outside Acquisition Date**"). If Developer has not acquired all of the Property by the Outside Acquisition Date, Agency shall be entitled to retain the Deposit, and all rights and obligations of the Parties under the Amended DDA shall terminate other than any such rights and obligations that expressly survive the

termination of the Amended DDA.

7. Agency Financial Assistance. Agency shall provide a loan to Developer in the maximum principal amount of Five Hundred Thousand Dollars (\$500,000) (the "**Loan**"). The Loan shall be evidenced by a Secured Promissory Note (the "**Note**"). Repayment of the Note will be secured by a personal guaranty by Michael E. Rice and Frank J. Marinello, in form approved by Agency (the "**Guaranty**"). A Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("**Deed of Trust**") shall be recorded against Parcels 10, 12, 13, and 14 as identified in the DDA, upon Developer's acquisition of each such parcel should there be an outstanding balance payable under the Note at such time. When such parcels are so encumbered such that the Note is fully secured, the Guaranty shall terminate.

7.1 Use of Loan Proceeds. Provided all conditions to disbursement have been met, including without limitation compliance with the Agency conditions and criteria set forth in Exhibit C and such other reasonable requirements of Agency, including without limitation, the delivery to Agency of such documentation as to costs as Agency shall reasonable require, Developer shall be entitled to draw Loan proceeds solely for the following purposes: (i) granting to commercial tenants of the Project who have been approved by the Agency rent credits in the form of reduced or temporarily abated rent (i.e., Loan proceeds may be deposited into an escrow account to be used to make up operating deficits caused by such reduced or abated rent), and (ii) paying for tenant improvements for commercial tenants of the Project when such tenant improvements exceed \$30 per square foot.

7.2 Loan Terms. The Note shall bear interest at the rate of six percent (6%) interest per annum. Developer shall repay the Note in installments from the proceeds of the sale of residential units developed as part of the Project in the amount of Thirty-Five Thousand Dollars (\$35,000) per residential unit. Such installments shall be paid to Agency from escrow for the closing of the sale of each such residential unit. Upon payment of such installments to Agency, the Deed of Trust shall be reconveyed as to the applicable residential unit(s). Repayments shall be credited first toward accrued interest and then toward principal. The entire outstanding balance of the Note together with all accrued interest shall be due and payable on the fifth (5<sup>th</sup>) anniversary of the Effective Date.

8. Deposit. The Parties acknowledge that pursuant to the DDA, Developer has paid the sum of One Hundred Thousand Dollars (\$100,000) (the "**Deposit**") to the Agency. This sum shall continue to be retained by Agency for the purposes set forth in the DDA.

9. Public Improvements. Section 4.02 C. of Part One of the Original DDA is hereby amended in its entirety to read as follows:

C. The Parties agree that a parking study must be performed to identify potential solutions to a potential parking shortage. The Developer agrees to contribute the sum of Ten Thousand Dollars (\$10,000) toward such study when Developer obtains permanent financing for development of Parcels 1 and 2 (as identified in the Original DDA) but in no event later than December 31, 2009.



10. Insurance. Section 3.08 A of Part Two of the Original DDA is hereby amended in its entirety to read as follows:

A. Developer shall maintain in force during the construction of the Project, pursuant to this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned automobiles, with such coverage and limits as may be reasonably requested by Agency from time to time, but in no event for less than the sum of two million dollars (\$2,000,000) combined single limit.

11. Prevailing Wage. To the full extent required by all applicable state and federal laws, rules and regulations, if any, Developer and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.* and the regulations adopted pursuant thereto ("**Prevailing Wage Laws**") in connection with the Project, and shall be responsible for carrying out the requirements of such provisions. If applicable, Developer shall submit to Agency a plan for monitoring payment of prevailing wages and shall implement such plan at Developer's expense.

12. Indemnity. Developer shall indemnify, defend (with counsel approved by Agency) and hold the Agency, the City of Suisun, and their respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, result from, or relate to: (i) Agency's or City's approval of this Third Amendment, (ii) performance of this Third Amendment, and/or (iii) the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781). It is further agreed that Agency and City do not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency, or Developer's deposit with Agency of any of the insurance policies described in the Amended DDA. The provisions of this Section 9 shall survive the expiration or earlier termination of the Amended DDA and the issuance of a Certificate of Completion for the Project and any part thereof. Developer's indemnification obligations set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

13. Marketing. All commercial properties shall be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker. This shall include installation of professionally designed signage located on each parcel as approved/permitted by the City of Suisun. Developer shall market all commercial and residential properties on a continuous basis with the

goal that the eventual lease/sale of such properties shall be effectuated by not later than the times set forth in the Schedule of Performance.

14. DDA Remains Effective. Other than as provided in this Third Amendment, all provisions of the DDA shall remain unchanged and in full force and effect.

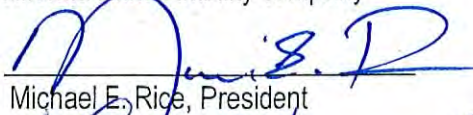
15. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Third Amendment as of the date first written above.

REDEVELOPMENT AGENCY  
OF THE CITY OF SUISUN CITY

By:   
Suzanne Bragdon, Executive Director

MAIN STREET WEST PARTNERS, LLC  
a California limited liability company

By:   
Michael E. Rice, President

By:   
Frank J. Marinello, Vice-President

ATTEST:

By:   
Linda Hobson, Agency Secretary  
*DONNA POCK, DEPUTY CITY CLERK*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sky Woodruff, Agency General Counsel

goal that the eventual lease/sale of such properties shall be effectuated by not later than the times set forth in the Schedule of Performance.

14. DDA Remains Effective. Other than as provided in this Third Amendment, all provisions of the DDA shall remain unchanged and in full force and effect.

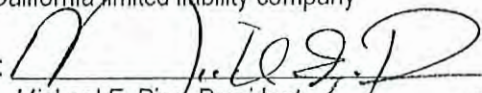
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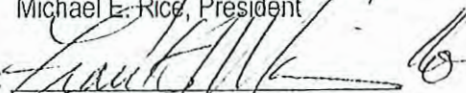
**IN WITNESS WHEREOF**, the Parties have executed this Third Amendment as of the date first written above.

REDEVELOPMENT AGENCY  
OF THE CITY OF SUISUN CITY

By:   
Suzanne Bragdon, Executive Director

MAIN STREET WEST PARTNERS, LLC  
a California limited liability company

By:   
Michael E. Rice, President

By:   
Frank J. Marinello, Vice-President

ATTEST:

By: \_\_\_\_\_  
Linda Hobson, Agency Secretary

APPROVED AS TO FORM:

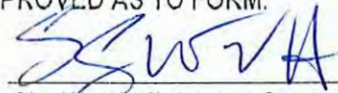
By:   
Sky Woodruff, Agency General Counsel

Exhibit A

**THIRD AMENDMENT PROPERTY**

Parcel 3

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

LOT 4, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-142-300

Parcel 5

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

BEING A PORTION OF LOT ONE (1) IN BLOCK TWO (2), AS THE SAME IS SHOWN ON THAT CERTAIN MAP ENTITLED: "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA ON AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF MAIN AND SOLANO STREETS IN THE CITY OF SUISUN CITY, AS INDICATED BY THE BANK BUILDING ON SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SOLANO STREET, BEING THE NORTHERLY SIDE OF SAID BANK BUILDING, WESTERLY 94.65 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID BANK BUILDING, SOUTHERLY 46.15 FEET TO THE NORTHERLY LINE OF THE PROPERTY OF CHARLES W. KOCH; THENCE EASTERLY AT RIGHT ANGLES ALONG THE NORTHERLY LINE OF THE LAND OF SAID CHARLES W. KOCH AND ALONG THE MIDDLE OF THE PRESENT PARTY WALL, 95 FEET TO A POINT ON THE WEST LINE OF MAIN STREET, AS INDICATED BY SAID BANK BUILDING; THENCE AT RIGHT ANGLES NORTHERLY ALONG MAIN STREET, 46 FEET TO THE POINT OF BEGINNING.

APN: 0032-130-010

Parcel 7

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:

LOT 10, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997, IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR PUBLIC ACCESS AND UTILITIES APPURTENANT TO PARCEL THREE ABOVE, OVER AND ACROSS PORTIONS OF LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT I, FILED SEPTEMBER 16, 1996 IN BOOK 66 OF MAPS, PAGE 42, BEING MORE PARTICULARLY DESCRIBED IN GRANT DEEDS RECORDED OCTOBER 17, 1997 INSTRUMENT NO. 1996-00070099, AND OCTOBER 3, 1997 INSTRUMENT NO. 1997-00066247, SOLANO COUNTY RECORDS.

APN: 0032-142-280

Parcel 8

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:

LOT 11, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING AND PUBLIC SERVICE APPURTENANT TO PARCEL SEVEN ABOVE, OVER AND ACROSS LOT D, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-142-250

Parcel 9

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:

LOT 12, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997, IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING, AND PUBLIC SERVICE APPURTENANT TO PARCEL FIVE ABOVE, OVER AND ACROSS LOT D, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN:0032-142-240

711 - 713 Main Street

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

THAT PORTION OF LOTS 1 AND 2 IN BLOCK 2, AS SHOWN ON THE MAP OF THE CITY OF SUISUN CITY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, AUGUST 29, 1859, DESCRIBED AS: BEGINNING AT A POINT ON THE WEST SIDE OF THE PLAZA, ALSO KNOWN AS MAIN STREET, THAT IS 93.72 FEET NORTH FROM THE NORTH LINE OF CALIFORNIA STREET, SAID POINT BEING IN A LINE WITH THE NORTH FACE OF A BRICK WALL 17 INCHES THICK WHICH FORMS THE NORTH BOUNDARY OF THE LAND DESCRIBED IN DECREE QUIETING TITLE IN FAVOR OF T.O. DOWDELL, RECORDED FEBRUARY 15, 1923, IN BOOK 265 OF DEEDS, AT PAGE 88, INSTRUMENT NO. 646; THENCE NORTH ALONG THE WEST SIDE OF SAID STREET A DISTANCE OF 36.38 FEET TO A LINE BETWEEN TWO BRICK WALLS, ONE OF WHICH IS THE BRICK WALL OF THE BUILDING LOCATED ON THE LAND HEREBY DESCRIBED AND THE SECOND OF WHICH IS THE BRICK WALL OF THE BUILDING LOCATED ON THE LAND DESCRIBED AS PARCEL NO. 3 IN DEED TO LEONORA KOCH, RECORDED DECEMBER 16, 1930, IN BOOK 65 OF OFFICIAL RECORDS, PAGE 430, INSTRUMENT NO. 5010; THENCE WEST ALONG THE LINE BETWEEN SAID TWO BRICK WALLS A DISTANCE OF 100 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 2; THENCE SOUTH ALONG SAID LINE A DISTANCE OF 30 FEET, MORE OR LESS, TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN SAID DECREE QUIETING TITLE IN FAVOR OF T.O. DOWELL, HEREINBEFORE REFERRED TO; THENCE ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID DECREE THE FOLLOWING THREE COURSES AND DISTANCES, TO-WIT: EAST APPROXIMATELY 1 FOOT TO AN ANGLE IN BOUNDARY OF SAID LAND; THENCE SOUTH 6.42 FEET; THENCE EAST ALONG THE NORTH LINE OF THE BRICK WALL OF THE BUILDING LOCATED ON SAID LAND DESCRIBED IN SAID DECREE QUIETING TITLE A DISTANCE OF 94.97 FEET TO THE POINT OF BEGINNING.

APN: 0032-130-030 AND 0032-130-040

**EXHIBIT B  
SCHEDULE OF PERFORMANCE**

**ALL PARCELS**

All commercial properties shall be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker. This shall include installation of professionally designed signage located on each parcel as approved/permitted by the City of Suisun.

Developer shall market all commercial and residential properties on a continuous basis with the goal that the eventual lease/sale of such properties shall be effectuated by not later than the times set forth in this Schedule of Performance.

**COMMERCIAL PROPERTY  
PARCELS 1 & 2**

1. Within two (2) months of the effective date of the Third Amendment, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**COMMERCIAL PROPERTY  
PARCEL 3**

Note: Developer has entitled this site and has submitted construction documents to the Building Department that will need to be revised due to updated building code requirements.

1. Subject to the availability of conventional financing on commercially reasonable terms, Developer shall be required to commence building construction on the date that is not later than within six (6) months following 75% lease-up or occupancy of the gross leasable area (demonstrated by signed leases) of the building constructed on Parcels 1 & 2. To document lack of availability of financing as a cause for delay, Developer shall submit to Agency third-party supporting documentation reasonably acceptable to Agency.
2. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
3. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**COMMERCIAL PROPERTY  
PARCEL 4, 6, AND 11**

1. No later than May 1, 2011, Developer shall submit complete applications to the Planning Commission, Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.
2. No later than 30 days after Planning Commission/Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of each property ("Acquisition and/or Construction Financing Plan").
3. No later than 120 days after Planning Commission and Agency Board approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
4. Close of escrow shall occur for each property concurrent with the issuance of a building permit issued by the Suisun City Building Department.
5. Developer shall break ground on either parcel 4 or 6 (at Developer's option) no later than 30 days after the lease or occupancy of at least seventy-five percent (75%) of the commercial and/or retail space in the building(s) constructed on parcels 1, 2, 3, 5, 7, 8, and 9. Further, Developer shall break ground on the remaining parcel (either parcel 4 or 6), as the case may be, no later than 30 days following the lease or occupancy of at least 75% of the commercial and/or retail space in the building constructed on parcel 4 or 6. Developer shall break ground on parcel 11 no later than 30 days after the lease or occupancy of at least seventy five percent (75%) of the commercial and/or retail space in the building constructed on parcel 4 or 6.
6. Notwithstanding the time-line set forth in paragraphs 4 and 5 above, Developer shall have no obligation to acquire parcel 11 if, prior to the close of escrow appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to parcel 11 on terms acceptable to Developer in its good faith discretion and Developer has, not less than 90 days prior to the date set forth in the Schedule of Performance for the close of escrow for acquisition of said parcel, notified the Agency in writing of its decision to not acquire parcel 11.
7. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**COMMERCIAL PROPERTY  
PARCEL 5**

1. Agency will provide a response to Developer's submittal of evidence regarding the economic infeasibility of the proposed redevelopment of this property and a desired plan of action on this property within one hundred eighty (180) days of the effective date of the Third Amendment. Agency reserves the right to exclude this property from the Main Street West Project.



**COMMERCIAL PROPERTY  
PARCEL 7**

Note: Developer has entitled this site and has submitted construction documents to the Building Department that will need to be revised due to updated building code requirements.

1. Subject to the availability of conventional financing on commercially reasonable terms, Developer shall be required to commence building construction by not later than the date that is six (6) months following 75% lease-up or occupancy of the gross leasable area (demonstrated by signed leases) of the buildings constructed on Parcels 1, 2, and 3. To document lack of availability of financing as a cause for delay, Developer shall to submit third-party supporting documentation reasonably acceptable to Agency.
2. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and Construction Financing Plan").
3. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**COMMERCIAL PROPERTY  
PARCELS 8 & 9**

1. Upon 50% lease-up of the gross leasable area contained within buildings constructed on Parcels 1, 2, 3, and 7, but in no event later than April 30, 2010, Developer shall submit complete applications to the Planning Commission, the Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.
2. No later than 30 days after Planning Commission and Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 Days after Planning Commission and/or BCDC approval, Developer will submit to the City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
4. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department.
5. Subject to the availability of conventional financing on commercially reasonable terms, Developer shall be required to commence building construction by not later than the later of (i) thirty (30) days after issuance of building permit, or (ii) the date that is four (4) months following 75% lease-up or occupancy of the gross leasable area (demonstrated by signed leases) of the building constructed on

Parcels 1, 2, 3 and 7. To document lack of availability of financing as a cause for delay, Developer shall submit third-party supporting documentation reasonably acceptable to Agency.

6. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
7. Within 12 Months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

### **RESIDENTIAL PROPERTY PARCEL 10**

Note: Developer has entitled this site through tentative subdivision map and received approval of the Final Development Plan.

1. No later than February 1, 2010, Developer will (a) submit complete construction drawings for parcel 10 to the City for plan check (including the building permit application); and (b) the construction financing plan ("Construction Financing Plan").
2. Subject to the availability of conventional financing on commercially reasonable terms, Developer shall be required to commence construction within ninety days of the later of (a) issuance of a building permit; or (b) when all of the following have occurred: i) two consecutive months of an increase in median values for the 94585 zip code as reported by Dataquick, and (ii) two consecutive months of declining inventory listed for sale in the 94585 zip code as reported by the Multiple Listing Service, and (iii) two consecutive months of a decline in average days on market for existing homes listed for sale as reported in the Multiple Listing Service. To document lack of availability of financing as a cause for delay, Developer shall submit third-party supporting documentation reasonably acceptable to Agency.
3. Escrow closes on the parcel concurrent with the commencement of site work.
4. Within 12 Months of construction commencement, Developer shall have Model Homes ready for final inspection such that a certificate of completion can be issued. Developer shall complete the construction of all additional homes on parcel 10 no later than 15 months after completion of the Model Homes.

### **RESIDENTIAL PROPERTY PARCELS 12 & 13**

1. Not later than September 1, 2009, Developer shall submit complete applications to all applicable regulatory agencies for review and approval as required to fully entitle the property for development. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA, subject to BCDC approval.

2. No later than 120 days after Planning Commission and BCDC approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings to for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. Subject to the availability of conventional financing on commercially reasonable terms, Developer shall be required to commence construction within ninety days of the later of (i) issuance of a building permit or (ii) when all of the following have occurred: i) two consecutive months of an increase in median values for the 94585 zip code as reported by Dataquick, and (ii) two consecutive months of declining inventory listed for sale in the 94585 zip code as reported by the Multiple Listing Service, and (iii) two consecutive months of a decline in average days on market for existing homes listed for sale as reported in the Multiple Listing Service.
4. Escrow closes on the parcel concurrent with the commencement of site work.
5. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on parcel 12 and 13 by no later than 24 months after completion of the Model Homes.

**PROPOSED RESIDENTIAL  
PARCEL 14**

1. Not later than September 30, 2010 Developer shall provide written evidence that Traffic, Air Quality, and any other studies required by the Community Development Director have commenced. Not later than February 1, 2011, Developer shall submit complete applications to all applicable regulatory agencies for review and approval as required to fully entitle the property for development. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA, subject to BCDC approval. The applications necessary to complete and submit prior to the aforementioned February 1, 2010 date include but are not limited to:
  - i. Site Plan/Architectural Review Application
  - ii. Tentative Subdivision Map Application
  - iii. General Plan Amendment Application
  - iv. Specific Plan Amendment Application
  - v. Zoning/PUD Application
2. No later than 120 days after applications are approved, Developer will submit to City and Agency (a) complete construction drawings to for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. Subject to the availability of conventional financing on commercially reasonable terms, Developer shall be required to commence construction within ninety days of the later of (i) issuance of a building permit or (ii) when all of the following have occurred: i) two consecutive months of an increase in median values for the 94585 zip code as reported by Dataquick, and (ii) two consecutive months of

declining inventory listed for sale in the 94585 zip code as reported by the multiple listing service, and (iii) two consecutive months of a decline in average days on market for existing homes listed for sale as reported in the multiple listing service.

4. Escrow closes on the parcel concurrent with the commencement of site work.
5. Not later than September 1, 2012, Developer required to commence with site work.
6. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on parcel 14 by no later than 24 months after completion of the Model Homes.

1188373-2

Exhibit C

**CONDITIONS TO DISBURSEMENT OF LOAN PROCEEDS**

Agency's obligation to disburse Loan proceeds is conditioned upon the satisfaction (or Agency's waiver) of all of the following conditions. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Third Amendment to Disposition and Development Agreement of which this Exhibit C is a part. Loan proceeds shall be disbursed only for the purposes set forth in Section 7.1 of the Third Amendment. In Agency's sole discretion, the proceeds of the Loan shall be deposited into an escrow account for disbursement, and if the proceeds are used for rent abatements, such proceeds will be disbursed ratably over the course of the applicable tenant lease(s).

(a) Developer's delivery to Agency of each of the following documents, fully-executed and acknowledged as applicable: (i) the Third Amendment, (ii) the Note, (iii) the Guaranty, and (iv) the Deed of Trust (if applicable pursuant to Section 7 of the Third Amendment);

(b) If applicable pursuant to Section 7 of the Third Amendment, the recordation of the Deed of Trust in the Official Records of Solano County;

(c) Developer's delivery to Agency, and Agency's reasonable approval of a budget for use of the Loan proceeds;

(d) If applicable, Developer's delivery to Agency of evidence reasonably satisfactory to Agency that Developer has obtained all necessary permits (including without limitation, building permits), licenses, and approvals required to undertake the work to be funded with the Loan proceeds, or that the receipt of such permits is subject only to such conditions as Agency shall reasonably approve;

(e) If applicable, Agency shall have approved the final plans, specifications and other documentation reasonably as reasonably required for the work to be undertaken with the Loan proceeds;

(f) Owner's delivery to the Agency of evidence of insurance coverage in accordance with the requirements set forth in the Amended DDA;

(g) Owner's delivery to Agency of such documentation as Agency shall reasonably require regarding Owner's organizational status and authority to execute and perform Owner's obligations under the Amended DDA and the documents described in paragraph (a) above;

(h) Owner's delivery to Agency of all of the following as applicable: (1) budget for work to be undertaken with the requested disbursement of Loan proceeds; (2) construction contract; (3) performance bonds or other assurance of completion reasonably acceptable to Agency; (4) evidence acceptable to Agency regarding tenant occupancy, including without limitation, copies of executed tenant leases; (5) copies of third-party invoices, (6) lien releases, and (7) such other documents as Agency may reasonably request.

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**FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT  
(MSW)**

This Fourth Amendment to Disposition and Development Agreement (this "**Fourth Amendment**") is entered into on this 29<sup>th</sup> day of April, 2016, by and between **Main Street West Partners, LLC**, a California limited liability company ("**Developer**") and the **Successor Agency to the Redevelopment Agency of the City of Suisun City**, a public body corporate and politic (the "**Agency**"). Developer and Agency are hereinafter collectively referred to as the "**Parties**."

**RECITALS**

A. The Developer and the former Redevelopment Agency of the City of Suisun City ("**Former RDA**") entered into that certain Disposition and Development Agreement dated as of April 17, 2006 ("**Original DDA**") pursuant to which the Developer has the right to acquire various parcels (therein defined collectively as the "**Property**" or "**Properties**") for development of a commercial, residential and retail project, as more particularly described in the Original DDA ("**Project**"). Under the Original DDA, Developer agreed to allocate a portion of proceeds from residential sales in the Project towards the costs of the commercial component. Further, the Former RDA was to reimburse Developer for the cost to install improvements in the public right of way such as curbs, gutters, sidewalks, landscaping, public courtyards, and utilities.

B. The Original DDA was amended by that certain First Amendment to Disposition and Development Agreement effective as of July 25, 2006 ("**First Amendment**") pursuant to which an additional parcel was added to the property to be developed for the Project and the Schedule of Performance was amended.

C. The Original DDA was further amended by that certain Second Amendment to Disposition and Development Agreement effective as of September 18, 2007 ("**Second Amendment**") in order to further amend the Schedule of Performance and to provide for the release to the Former RDA of the Deposit (as defined therein) under specified circumstances.

D. The Original DDA was further amended by that certain Third Amendment to Disposition and Development Agreement effective as of February 19, 2009 ("**Third Amendment**") pursuant to which (i) the Former RDA acquired property from Developer (which property was held and to be re-acquired at a later date by Developer), and (ii) the Former RDA provided an advance of developer reinvestment funds in the form of a loan to Developer, and (iii) the Parties amended the Schedule of Performance.

E. The Original DDA as amended by the First Amendment, Second Amendment and Third Amendment is hereafter referred to as the "**DDA**". The First Amendment, Second Amendment and Third Amendment are collectively referred to herein as the "**DDA Amendments**." References to the "**Agreement**" shall mean (as appropriate) the Original DDA as amended by the DDA Amendments and this Fourth Amendment.

F. The Former RDA was dissolved by law and the present Successor Agency was formed pursuant to Health & Safety Code §34167.5, which made the Agency the successor-in-interest to all assets and obligations of the Former RDA. On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands and the pre-existing obligations of former redevelopment agencies inured to successor agencies by operation of law. For this reason, both the Property and all obligations and rights of the Former RDA as memorialized in the DDA are now held by the Agency, and all references to "Agency" made in the DDA shall be construed as applying to the Agency executing this Fourth Amendment.

G. The DDA has been affirmed by the Agency pursuant to Health & Safety Code Section 34171(d) and it is on the Schedule of Enforceable Obligations of the Agency pursuant to Health & Safety Code Section 34177.

H. Developer anticipates selling the Residential Parcels to qualified residential building companies, referred to in this Fourth Amendment as "Qualified Successor Developer(s)" as defined below, which will ultimately develop, construct and sell to the public, homes on the Residential Parcels. Developer does not anticipate performing the actual development, construction or sale of the homes on the Residential Parcels. Accordingly, certain provisions of this Fourth Amendment need to be amended to reflect the new disposition strategy of Developer.

J. This Fourth Amendment is intended to be a necessary step in order for the Parties to gather financial resources for preliminary environmental and technical studies for the entitlement process, to seek needed preliminary approvals for development and to test feasibility of the Project among prospective developers. Nothing herein shall be deemed as a commitment for the development of any particular project. No project will be committed to or built until after all necessary environmental studies, public hearings and notice requirements are met.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

**Section 1.**

- (a) The Recitals above are true and correct and incorporated herein by this reference. To the extent the Recitals in the Original DDA or any other terms contained in the Original DDA and the DDA Amendments are inconsistent with the Recitals set forth above or the other terms set forth in this Fourth Amendment, the terms of this Fourth Amendment shall control.



- (b) All capitalized and defined terms set forth herein shall bear the same meaning as set forth in the DDA unless specifically redefined in this Fourth Amendment.

**Section 2.** “**Effective Date**” shall mean the date on which this Fourth Amendment is approved by the California Department of Finance.

**Section 3.** Recital 7 and all DDA Amendments relating to that Recital, if any, is amended and restated to read as follows:

“The Agency and Developer have entered into the First Amendment to the DDA with respect to the disposition and/or development of the old Crystal Middle School site. Thus, the Developer agrees to provide for the reinvestment of not less than fifty percent (50%) of the profits distributed to Developer from the sale of one or more of the Residential Parcel(s), or Residential Lots located within the Residential Parcels, but in no event less than Five Thousand Five Hundred Dollars (\$5,500) per Residential Lot, for reinvestment, as more fully provided in Section 4.14.”

**Section 4.** Definition of the term “**Agency**” as used in the DDA is amended and restated to read as follows, and for all purposes of the DDA, terms “Agency” or “**Redevelopment Agency of the City of Suisun City**” shall be construed as follows:

“The term ‘Agency’ shall mean the Successor Agency to the Redevelopment Agency of the City of Suisun City, a public body corporate and politic formed pursuant to Health & Safety Code §34167.5.”

**Section 5.** A “**Qualified Successor Developer**” shall have the meaning as provided in Section 6.04.

**Section 6.** All references to the “**Redevelopment Plan**” and obligations arising from said Plan set forth in the DDA are rescinded from the DDA.

**Section 7.** A “**Residential Lot**” shall mean a parcel upon which one single family detached home may be legally constructed upon recordation of a final subdivision map creating such lot.

**Section 8.** The “**Residential Parcels**” shall mean those portions of the Property on which Residential Lots may be developed, upon recordation of a final subdivision map creating such lots. There are a total of three (3) Residential Parcels on the Property: Parcels 10, 13 and 14.

**Section 9.** The “**Project Description**” as set forth in Exhibit “D” to the DDA is amended and replaced with that description set forth in Revised Exhibit D to this Fourth Amendment.

**Section 10.** Definition of the term “**Property**” or “**Properties**” as used in the DDA is amended and restated to read as follows:

"The term '**Property** or **Properties**' shall mean a component of, or all of approximately 15.8 acres of real property located within the City of Suisun City, upon which the Project shall be developed. The following table sets forth the Properties subject to this Fourth Amendment:

PROPERTY IDENTIFICATION		SITE SIZE	
MSW PROPERTY ID	ASSESSORS PARCEL #	ACRES	SF
Parcel 1 & 2	32-141-15	0.59	25,700
Parcel 3	32-142-30	0.17	7,459
Parcel 5	32-130-01	0.10	4,425
Parcel 7	32-142-28	0.15	6,372
Parcel 8	32-142-25	0.10	4,300
Parcel 9	32-142-24	0.11	4,900
Parcel 4	32-130-06	0.05	2,131
Parcel 6	32-082-05	0.16	7,183
Parcel 10	32-042- 30,36,44,46,48,50,52,54, 56,58,60 and 68	1.56	67,854
Parcel 11	32-061-39	0.16	7,150
Parcel 12	0032-061-26 through 36	1.65	71,870
Parcel 13	0032-091-17 through 20	3.49	151,862
Parcel 14	0032-152-18	7.44	324,086
Parcel 15	0032-130-03 & 04	0.07	3,049

**Section 11.** The **Property Legal Description** set forth in Exhibit "A" to the DDA is deleted in its entirety and replaced with that revised legal description set forth in Revised Exhibit A to this Fourth Amendment.

**Section 12.** The "**Schedule of Performance**" as set forth in Exhibit "C" to the DDA is deleted in its entirety and replaced with that schedule set forth in Revised Exhibit C to this Fourth Amendment.

**Section 13.** The "**Site Plan**" as set forth in Exhibit "B" to the DDA is deleted in its entirety and replace with the plan set forth in Revised Exhibit B to this Fourth Amendment.

**Section 14.** Sections 2 through 6 of the Third Amendment and Section 2 of the First Amendment are struck in their entirety. All DDA provisions governing the Developer's acquisition of Property are to be governed by Section 1.02 of Part One of the Original DDA ["Developer Acquisition of Property"], which is restated in its entirety to read as follows:

"The Property in its entirety consists of approximately 15.8 acres of real property and currently consists of the 15 parcels (some of which are comprised of several smaller parcels) as set forth on Revised Exhibit A attached hereto. Notwithstanding anything in this Agreement to the contrary, (a) Developer shall have no obligation to acquire that portion of

the Property identified as Parcel 11 if, prior to the close of escrow for the purchase of said parcel as set forth in the Schedule of Performance, appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to Parcel 11 on terms acceptable to Developer in its good faith discretion and Developer has, not less than ninety (90) days prior to the date set forth in the Schedule of Performance for the close of escrow for acquisition of said parcel, notified the Agency in writing of its decision to not acquire Parcel 11.

Developer shall acquire the Property in accordance with the Schedule of Performance attached as Revised Exhibit C for the development and construction of the Project.”

**Section 15.** Section 1.03 of Part One of the Original DDA [“Final Development Plan”] is restated entirely to read as follows:

“A. Within the timeframes set forth within the Schedule of Performance, Developer shall submit to the Agency for its approval a “Final Development Plan” for each portion of the Project, as designated in the Schedule of Performance. Each Final Development Plan shall include preliminary site layouts, road, parking, and pedestrian path locations, building elevations, landscaping amenities and general development standards for buildings and landscaping for each portion of the Project. The Final Development Plan will serve as a basis for the Developer’s tentative map applications and planned community development applications and the application for the other governmental approvals for the Properties. If the Agency disapproves the Final Development Plan(s), it shall specify in writing the reasons for the disapproval. The statement from the Agency shall also contain the Agency’s opinion of the action the Developer must take to obtain the Agency’s approval. The Agency shall approve or disapprove the Final Development Plan(s) within twenty [20] days following receipt of such plans. If the Agency fails to provide the Developer with the written statement described above, the submittal shall be deemed approved. Within twenty (20) days following notification of disapproval of the Final Development Plan(s), the Developer shall revise the disapproved Final Development Plan(s) so as to mitigate the reasons for disapproval to the extent reasonably feasible and submit those revised Final Development Plan(s) to the Agency for approval. The process for revision and review of the Final Development Plan(s) shall continue until the Agency has approved the Final Development Plan(s), except that the Agency shall approve or disapprove any revised Final Development Plan(s) within twenty [20] days following receipt thereof. The Developer acknowledges that the execution of this Agreement by the Agency and the approval of the Final Development Plan(s) of the Agency under this Agreement, does not constitute approval by the City, in its typical regulatory and administrative capacity, of the Final Development Plan(s) and in no way limits the discretion of the City in reviewing and making

decisions regarding any discretionary or other permits required for the Properties. Each Final Development Plan shall be consistent with the Project Description as attached hereto and incorporated as Revised Exhibit D herein by this reference. The Executive Director of the Agency or its designee may approve the Final Development Plan(s) on behalf of the Agency.

B. Upon approval, each Final Development Plan shall be incorporated into this Fourth Amendment as a part of Revised Exhibit D, after the Effective Date of this Fourth Amendment, as and when approved.

C. Any subsequent material change, modification, revision or alteration of any approved Final Development Plan shall be submitted for approval by the Agency; and if such change, modifications, revisions or alterations are not approved, the approved Final Development Plan shall continue to control. Any proposed material change, modification, revision or alteration shall be approved or disapproved by the Agency pursuant to the timelines and general provisions as provided above with respect to the initial approval of the Final Development Plan(s). In accordance with Part Two, Section 3.23 of this Agreement, the Executive Director of the Agency or its designee may approve minor changes, modifications, revisions or alterations to the Final Development Plans.

For the purpose of this Section 1.03, a material change, modification, revision or alteration to a Final Development Plan shall mean any increase (but not a decrease) of ten percent (10%) or greater in (a) the number of housing units approved; (b) size (measured by square feet); or (c) floor area ratio (FAR) to the approved project component.”

**Section 16.** Section 1.10 of Part One of the Original DDA [“Preleasing”] is restated entirely to read as follows:

“Developer shall use commercially reasonable efforts with respect to marketing the Project to potential purchasers or lessees. Developer agrees to provide the Agency updates regarding the status of building sales or leasing with respect to the buildings to be constructed on the Property at the request of the Agency, such updates to be provided no more often than quarterly.”

**Section 17.** Section 1.02 of Part One of the Original DDA [“Developer Acquisition of Property”] is restated entirely to read as follows:

“Upon Developer’s request, Agency shall hire a real estate appraiser to act on its behalf in determining the “Fair Market Value” (as defined below) for the Property. Developer shall deposit funds equal to the cost of the appraisal with the Agency within five (5) days of being notified of such cost as evidenced by an invoice or engagement letter or some other written

evidence of costs of appraisal. Such funds shall be used by the Agency to pay for the appraisals. Agency's selection of such appraiser shall be subject to the prior written approval of Developer, which shall not be unreasonably withheld, except that such approval shall not be required if Agency hires the appraiser previously used to appraise the Property pursuant to the DDA (Ron Garland & Associates). The appraiser shall have at least five (5) years' experience in the area of the Property and shall be a person who would qualify as expert witnesses over objection to give opinion testimony on the issue of the Fair Market Value for the Property in a court of competent jurisdiction. The appraiser's determination of Fair Market Value shall be final. As used herein, the term "**Fair Market Value**" for the Property shall mean the amount that the Agency could obtain from an unaffiliated third party desiring to purchase the Property as of the date of this Fourth Amendment, taking into account the uses permitted for the Property and the entitlements that are vested in the Property as of the date of the appraisal. The appraisal will also take into account all improvements required to be made on public land or rights of way, including but not limited to, curbs, gutters, sidewalks, landscaping, public courtyards, and utilities (including without limitation utility relocations), in order to develop the Property, as provided in Section 4.02 below, and all fees owing with respect to such Property upon its development, including without limitation the fees assessed pursuant to Sections 4.12, 4.14, and 4.18, in determining the Fair Market Value for the Property. Within thirty (30) days after the determination of the Fair Market Value of the Property, the Developer shall have the right, but not the obligation, to elect in writing to purchase the Property at Fair Market Value as determined by the appraisal on the following terms: Concurrent with the Developer's election to purchase the Property, Developer shall deposit in the Escrow Account the sum of Thirty Thousand Dollars (\$30,000) (the "Residential Deposit") for each Residential Parcel that Developer elects to purchase as provided immediately above, up to a total of Ninety Thousand Dollars (\$90,000) for all three Residential Parcels. The Residential Deposit will be held by Escrow Agent until the closing, with Thirty Thousand Dollars (\$30,000) of such Deposit to be applied to the Purchase Price of each Residential Parcel.

Within thirty (30) days after the determination of the Fair Market Value of the Property, Developer shall deposit in the Escrow Account the sum of ten percent (10%) of the Fair Market Value (as determined by the appraisal) for each non-Residential Property that Developer elects to purchase (the "Non-Residential Deposit). The Non-Residential Deposit will be held by Escrow Agent until the closing, with each such Deposit to be applied to the Purchase Price of each Non-Residential Property. Subject to Section 7.02 of Part One of the Original DDA, the closing of the purchase and sale of each portion of the Non-Residential Parcel(s) shall

occur in accordance with the timing set forth in the Schedule of Performance.

Subject to Section 7.02 of Part One of the Original DDA, the closing of the purchase and sale of each portion of the Residential Parcel(s) shall occur (i) no sooner than the date the appeal period has run without challenge on the tentative map approval with respect to each such parcel, and (ii) no later than the earlier of either (a) 90 days after a final map has recorded with respect to each such parcel, which shall be in general conformance with the Final Development Plan for such portion of the Property, or (b) the fifth (5th) anniversary of the Effective Date, but in any event with at least fifteen (15) days prior written notice to Agency. For purposes of the application of Section 7.04 of Part One of the Original DDA and for no other purpose, the Residential Deposit and Non-Residential Deposit shall be deemed part of the Deposit described in Section 3.02 and may be retained to the same extent as the Deposit following a default by Developer; provided that any default and the corresponding portion of the Deposit subject to retention shall be determined and applied on a "per parcel" basis as more fully set forth in Section 22 of this Fourth Amendment. All other terms shall be as provided in Section 3.03 [Disposition of Property; Escrow]; provided that in the case of any conflict between such Section 3.03 and this Section 1.02, this Section 1.02 shall control.

Unless Developer has requested an extension of time as allowed pursuant to Section 3.04 of Part Two of the Original DDA [Enforced Delay; Economic Infeasibility; Extension for Performance] and such has been granted by the Agency or in the event the Developer elects to not purchase the Property, Developer shall have no rights in the Property and the Agency shall have the right to retain the Property to market for sale to other buyers or for future development subject to a court supervised process under Code of Civil Procedure Section 664.6. Upon request, Developer shall promptly execute, acknowledge and deliver to Agency documents reasonably required to confirm that Developer has no interest in the Property."

**Section 18.** Section 3.01 of Part One of the Original DDA ["Conveyance of the Property"] is deleted in its entirety.

**Section 19.** Section 3.02(C) of Part One of the Original DDA ["Deposit"] is restated entirely to read as follows:

"C. Deposit. The Developer has heretofore deposited One Hundred Thousand Dollars (\$100,000) with the Escrow Agent ("**Deposit**"). Provided that Developer is not in default hereunder as described in Section 7.04 of this Agreement, the Escrow Agent shall apply the Deposit in accordance with the following:

1. The Deposit shall be released to Developer in two Fifty Thousand Dollar (\$50,000) increments.

- i. The first \$50,000 of the Deposit shall be released to Developer upon the first *submittal* of Tentative Subdivision Map applications for Parcels 13 and/or 14 that are deemed to be complete by the City of Suisun City Community Development Department.
- ii. The second \$50,000 of the Deposit shall be released to Developer upon the first *approval* of Tentative Subdivision Map applications for Parcels 13 and/or 14. Said Tentative Subdivision Map shall be deemed approved upon the expiration of any appeal periods that may occur upon final approval by the governing body.

2. Upon an event of default by Developer and/or earlier termination of the Agreement by Agency, the Agency may retain the Deposit in accordance with the provisions of Section 7.04 of this Agreement.

3. If Developer is in default with respect to any provision of this Agreement, the Agency may, but shall have no obligation to, use the Deposit or any portion thereof to cure such default or to compensate the Agency for any damage or reasonable expense sustained by the Agency as a result of the default, but only after providing Developer an opportunity to cure default pursuant to Section 7.04, Part One. The Agency shall provide the Developer, upon its written request, with evidence of damages incurred by Agency as a result of default."

**Section 20.** Section 3.03(A) of Part One of the Original DDA ["Purchase"] is restated entirely to read as follows:

"The parties agree that Developer shall have the right to purchase the Property from the Agency in accordance with the terms of Section 1.02 and this Section 3.03 of this Agreement."

**Section 21.** The first sentence of Section 3.03(C) of Part One of the Original DDA ["Developer Obligations"] is restated entirely to read as follows:

"Prior to the close of escrow for each acquisition of a portion of the Property by the Developer, the Developer shall deposit with the Escrow Agent amounts sufficient to pay the purchase price for that portion of the

Property then being acquired (each a "**Purchase Price**"), provided, however, that with respect to the closing of each Residential Parcel, Developer shall have the right (i) to designate a Qualified Successor Developer to take title by grant deed directly from the Agency, and Agency shall deed the Residential Parcel to be conveyed directly to the Qualified Successor Developer and upon such conveyance such Residential Parcel shall no longer be subject to this Agreement and the Qualified Successor Developer shall have no rights or obligations under this Agreement, notwithstanding the fact that Developer shall receive a portion of the proceeds from the Escrow Account, and (ii) to cause such designated Qualified Successor Developer to deposit funds with Escrow Agent sufficient to pay the Purchase Price pursuant to a separate but concurrent escrow, in which case Developer shall not be required to submit additional funds with Escrow Agent. Upon request from Developer, Agency shall record an instrument at closing acknowledging the inapplicability and release of this Agreement to the Residential Parcel or portion thereof upon the deeding of title to the Qualified Successor Developer."

**Section 22.** Section 3.03(G) of Part One of the Original DDA ["Failure to Close Escrow"] is restated entirely to read as follows:

"If escrow for any portion of the Property is not in condition to close before the time for conveyance established in this Agreement, either party who then shall have fully performed the acts to be performed before the conveyance of title with respect to such portion of the Property may, in writing, provide notice to the nonperforming party of such condition and a right to cure, including a right to cure any liens, encumbrances, conditions or other defects on the title not otherwise permitted, as described in this Agreement, in the manner set forth in Section 3.03(J). Should the nonperforming party fail to cure the condition preventing close of escrow for any part of the Property within the time period provided in Section 7.04 of this Part, all obligations and liabilities of the Parties under this Agreement shall cease and terminate but only with respect to any parcel for which failure to perform in connection with any said parcel by Developer resulted in the failure to close escrow for any such parcel, it being the intent of the parties that Developer's non-performance with respect to any individual parcels of the Property shall not impact its rights and responsibilities with respect to the other parcels of the Property. Nothing in this paragraph shall be construed to impair or affect the rights or obligations of the Agency or Developer under the Agreement or the rights of Developer to specific performance under the Agreement with respect to any portion of the Property, it being understood and agreed that Developer shall have the right of specific performance in the event Agency fails and refuses to convey any parcel of the Property notwithstanding Developer's performance of the terms of the Agreement and the Schedule of Performance with respect to such parcel of the Property."



**Section 23.** The first paragraph of Section 3.03(J) of Part One of the Original DDA ["Title Documents; Title Insurance"] is restated entirely to read as follows:

"Within thirty (30) days of the Effective Date of the Fourth Amendment, Agency shall deliver or cause to be delivered to the Developer a preliminary title report (each a "**Preliminary Report**") on the subject portion of the Property issued by Placer Title Company, or some other title insurance company satisfactory to the Agency and the Developer having equal or greater financial responsibility ("**Title Company**"), setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Agency's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by the Developer. Developer shall approve or disapprove each Title Exception within thirty (30) days following the Developer's receipt of the Preliminary Report. The Developer's failure to object within such period shall be deemed to be a disapproval of the Title Exceptions."

**Section 24.** The second paragraph of Section 3.03(J) of Part One of the Original DDA ["Title Documents; Title Insurance"] is restated entirely to read as follows:

"If the Developer objects or is deemed to have disapproved any Title Exception, Agency shall remove from title or otherwise agree to satisfy each such exception no later than fourteen (14) days after the Developer's written objection to a Title Exception(s) and such satisfaction shall be in a form that is reasonably satisfactory to the Developer. Agency shall only be obligated to remove title exceptions that (a) are within Agency's reasonable and direct control to remove, and (b) can be removed without the Agency incurring any expense in excess of Five Thousand Dollars (\$5,000) to accomplish such removal ("**Maximum Agency Cost**"). If a Title Exception can be removed by payment of more than the Maximum Agency Cost and Developer elects, in Developer's sole discretion, to require removal of such Title Exception then Developer shall be responsible for payment of all sums in excess of the Maximum Agency Cost. If the Agency fails to remove or agree to satisfy any Title Exception to the satisfaction of the Developer within the above-stated fourteen (14) day period, the Developer shall have the option, in its sole discretion, to not close on that parcel of the Property to which such Title Exception relates or to accept title subject to such exception by providing written notice to Agency within 10 days after the expiration of the fourteen (14) day period described immediately above. In the event the Developer elects to terminate this Agreement with respect to such parcel of the Property, the Deposit, including interest thereon, and all other funds and documents deposited into the Escrow Account, by or on behalf of the Developer shall be returned to the Developer, and all rights and

obligations hereunder shall terminate with respect to such parcel of the Property subject to the referenced Title Exception. If Agency agrees to satisfy Developer's objection to a Title Exception as provided above, then Agency shall cause the subject portion of the Property to be deeded to Developer at the closing of such portion of the Property subject only to the Developer approved Title Exceptions."

**Section 25.** Section 3.07 of Part One of the Original DDA ["Title Documents; Title Insurance"] is amended by the addition of a new Subsections "F" through "H" inclusive to read as follows:

"F. Third Party Litigation:

1. Non-liability of Agency. The Parties acknowledge that:
  - i. In the future there may be challenges to legality, validity and adequacy of the General Plan, the Project Development Approvals and/or this Agreement and amendments thereto; and
  - ii. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

In addition to the other provisions of this Agreement, including without limitation any amendments thereto, the Agency shall have no liability under this Agreement for any failure of the Agency to perform under this Agreement or the inability of the Developer to develop the Property as contemplated by the Final Development Plan or this Agreement as the result of a judicial determination that the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

1.1.2. Revision of Land Use Restrictions. If, for any reason, the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part or amendment thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary, in order to comply with such judicial decision.

3. Participation in Litigation: Indemnity. The Developer shall indemnify the Agency and its elected boards, commissions, officers, agents and employees (collectively "**Indemnified Parties**") and will hold and save them and each of them harmless from any and all actions, suites, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the Indemnified

Parties for any such Claims or Litigation and shall be responsible for any monetary judgment arising therefrom or any order affecting the Property. The Indemnified Parties shall provide the Developer with notice of the pendency of such action and shall request that the Developer defend such action. The Developer may utilize the Agency Attorney's office or use legal counsel of its choosing, but shall reimburse the Agency for any necessary legal cost incurred by Agency. If the Developer fails to provide such reimbursement, the Agency may abandon the action and the Developer shall pay all costs resulting therefrom and Agency shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. The Developer shall have the right, within the first thirty (30) days of the service of the complaint, in its sole and absolute discretion, to determine that it shall not defend any litigation attacking this Agreement or the Development Approvals. In such case, (a) the Developer shall be liable for any costs incurred by the Agency up to the date that Developer notifies Agency in writing of its election not to defend the litigation, but shall have no further obligation to the Agency beyond the payment of those costs, and (b) Agency shall have the right to settle the litigation on whatever terms the Agency determines, in its sole and absolute discretion, but Agency shall confer with Developer before acting and cannot bind Developer. In the event of an appeal, or a settlement offer, the parties shall confer in good faith as to how to proceed. Notwithstanding the Developer's indemnity for Claims or Litigation, the Agency retains the right to settle any litigation brought against it in its sole and absolute discretion and the Developer shall remain liable except as follows: (i) the settlement would reduce the scope of the Project by ten percent (10%) or more, and (ii) the Developer opposes the settlement. In such case the Agency may still settle the litigation but shall then be responsible for its own litigation expense but shall bear no other liability to the Developer.

G. Hold Harmless; Developer's Construction and Other Activities. The Developer shall defend, save and hold the Agency and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all Claims or Litigation that may arise, directly or indirectly, from the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein is intended to make the Developer liable for the acts of the Agency's officers, employees, agents, contractors of subcontractors.

H. Definitions. The following definitions apply to the Section 3.07:

- i. "Claims or Litigation" means any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.
- ii. "Development Approvals" means all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building and other similar permits, the site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.
- iii. "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Project and Final Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

I. Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the Agency's Default."

**Section 26.** Section 4.02 of Part One of the Original DDA ["Public Improvements to be Funded By Agency; Parking"] is restated entirely to read as follows:

"A. As a condition of approval for the Project, Developer shall construct all improvements required on public land or rights of way, including but not limited to, curbs, gutters, sidewalks, landscaping, public courtyards, and utilities (including without limitation utility relocations). Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work.

B. To the extent the Agency determines, in the discretion of the Executive Director, that off-site parking is required with respect to any component of the Project, the Parties agree to use commercially reasonable good faith efforts to confer in order to resolve any such parking requirements.

C. The Parties agree that a parking study must be performed to identify potential solutions to a potential parking shortage. The Developer agrees to pay the sum of Ten Thousand Dollars (\$10,000) toward the parking study concurrent with the sale of the first Residential Parcel or portion thereof, and shall be payable and disbursed to the Agency as part of the Developer's escrow, but in no event later than 30 months from the Effective Date of this Fourth Amendment, whichever occurs sooner."

**Section 27.** Section 4.12 of Part One of the Original DDA ["Lighthouse Development Fee"] is restated entirely to read as follows:

"Concurrent with the payment of building permit fees to City of Suisun City for any component of the Project, Developer (or, with respect to the Residential Parcels, a Qualified Successor Developer, if applicable) shall pay the required "Lighthouse Development Fee" as required by Agency Resolution 2004-10. Lighthouse Development Fee for the Project has been set at \$1.0029 per square foot of land area.

The amount due for Parcel 1 and Parcel 2 in the amount of Twenty-Five Thousand Nine Hundred Ninety Six Dollars and Seventeen (\$25,996.17) (commonly referred to as "**Harbor Square**") shall be due concurrent with the sale of the first residential component of the Project and shall be payable and disbursed to the Agency as part of the Developer's escrow, but in no event later than thirty (30) months from the Effective Date of this Fourth Amendment, whichever occurs sooner."

**Section 28.** Section 4.14 of Part One of the Original DDA ["Developer Reinvestment"] is restated entirely to read as follows:

"The residential and commercial areas designated on the Site Plan are each a part of an integrated Project. Developer agrees to provide for the reinvestment of not less than Fifty Percent (50%) of the profits distributed to Developer from the sale of one or more of the Residential Parcel(s), or Residential Lots located within the Residential Parcels, but, in no event, less than Five Thousand Five Hundred Dollars (\$5,500) per Residential Lot, for reinvestment as provided below; provided that so long as the Loan (as defined in Section 7 of the Third Amendment) has a balance outstanding such profits shall be applied toward the Loan until the Loan is paid in full. To the extent that a Residential Parcel is sold "in bulk" prior to recordation of a final subdivision map then the amount due as provided immediately above shall be calculated based on the number of Residential Lots that is expected to be created upon the recordation of a final subdivision map that has been approved for such Residential Parcel. This payment shall be an obligation of Developer. Subject to payment of the Loan first as provided above, funds payable pursuant to this Section 4.14 ("**Commercial Reinvestment Proceeds**") shall be used for the enhancement of any of the Commercial Parcels of the Project (subject to the limitations below as to Parcels 1 & 2) for any of the following:

(i) A combination of (A) granting tenants rent credits in the form of reduced or temporarily abated rent, or (B) construction of tenant improvements beyond the standard for new improvements in Solano County.

(ii) The cost of construction of exterior or interior improvements (not including tenant improvements) to the commercial portion of the Project beyond the standards for new improvements in Solano County.

(iii) The cost of any on-site or off-site infrastructure necessary to complete or cause any component of the commercial component to proceed with development.

Notwithstanding anything to the contrary herein, the Commercial Reinvestment Proceeds shall not be used for Harbor Square (Parcels 1 or 2) except to the limited extent as set forth below. Harbor Square has been improved with a commercial building containing thirty-nine thousand (39,000) leasable square feet. After the sale of the first Residential Lot, the Commercial Reinvestment Proceeds will be available to the Developer at the rate of Fifteen Dollars (\$15) per leasable square foot subject to the following limitations:

1. To assist in lease up of the building to the maximum of ninety percent (90%) of the building leasable space (which is equal to thirty-five thousand one hundred (35,100) square feet).
2. May not be used for advertising or marketing costs.
3. Can only be used for tenant improvements, rent abatement and architectural/design features in excess of the standard in the region.
4. Can only be used for initial leasing of space in the building to new tenants.

The Commercial Reinvestment Proceeds shall be verified by an audit report prepared by a third party auditor (mutually acceptable to Developer and Agency) at Developer's sole cost, for the Agency's review and acceptance. The Commercial Reinvestment Proceeds shall be held by Developer in a separate bank account ("**DRP Account**") which shall not be commingled with any other Developer funds. Any use of the Commercial Reinvestment Proceeds shall be approved by the City in writing, which approval shall not be unreasonably withheld provided the proceeds are used as outlined in this Agreement. Not later than March 31st of each year until Developer Reinvestment Proceeds are exhausted, Developer shall provide Agency with an audited accounting of the Commercial Reinvestment Proceeds and the DRP Account which shall include the revenue and expense activity.

Upon termination of the DDA for any reason other than a default by Developer (as defined in Section 7.04), the remaining Commercial Reinvestment Proceeds may be utilized by Developer for the acquisition of either Parcel 3 and/or Parcel 7 provided such is completed within six (6) months of such termination. If (i) the DDA is terminated due to a default by Developer, or (ii) the DDA is terminated for any other reason but the remaining Commercial Reinvestment Proceeds are not utilized for the acquisition of Parcel 3 and/or Parcel 7 as specified above, then the remaining Commercial Reinvestment Proceeds shall be paid to the Agency."

**Section 29.** Section 4.16 of Part One of the Original DDA ["Acquisition of Additional Property on West Side of Main Street"] is restated entirely to read as follows:

"There shall be no further requirement to acquire additional properties located along the west side of Main Street. Developer has caused three additional properties (707 Main, 711 Main, and 713 Main) to be acquired. Developer shall have the right to move forward with all residential development contemplated as part of the Project."

**Section 30.** The following term is added to the Original DDA as Section 4.17 thereto:

"West Side of Main Street. In the spirit of revitalizing the west side of Main Street, Developer and Agency shall work in conjunction with the City of Suisun City in a collaborative manner to explore alternative financing/grant opportunities with the goal of furthering required infrastructure and development and/or preservation opportunities along the west side of Main Street."

**Section 31.** The following term is added to the Original DDA as Section 4.18 thereto:

"Downtown Economic Impact Fee. All single family homes associated with the Project will be assessed Four Thousand Eight Hundred Dollars (\$4,800) per unit that will be paid along with Building Permit Fees for the creation of a Downtown Economic Improvement Fund that will be utilized by the City to further the economic development activities in the vicinity of the Project; provided that such fees shall be conditioned upon, and shall only apply and be collected if the City of Suisun City provides Developer (or Qualified Successor Developer) with a water and/or sewer connection fee credit of at least \$4,800 to be applied as a credit toward such fees on a per unit basis."

**Section 32.** A new Section 6.04 is added to Part One of the DDA, entitled "**Qualified Successor Developer**", as follows:

"A. Notwithstanding anything to the contrary contained in this Agreement, Developer shall have the right to designate one or more entities to serve as a Qualified Successor Developer (as defined below), with respect to one or more Residential Parcels, at any time. In order to do so, Developer shall submit to Agency for review evidence that the proposed Qualified Successor Developer meets one of the criteria described immediately below. "**Qualified Successor Developer**" shall mean a party meeting one or more of the following criteria: (a) a development company or homebuilding company which has an active role in the California market and which is publicly traded on a United States or Canadian stock exchange; (b) a development company or homebuilding company which has an active role in the California market and which either alone or in combination with its members or partners (or their constituent members or partners) or guarantors, has a demonstrated net worth of not less than Five Million Dollars (\$5,000,000); or (c) a person who demonstrates to the Agency's reasonable satisfaction that it has the experience and financial ability necessary to complete the development, build-out and sale to the public of the Residential Parcel(s) as to which Developer intends to designate it, the standard for which will be whether a reasonably prudent commercial lender would loan to such proposed Qualified Successor Developer funds sufficient to acquire the Residential Parcel(s) and such proposed Qualified Successor Developer has binding



funding commitments and/or equity sufficient to complete the development and build-out of the subject Residential Parcel(s) in accordance with this Agreement. Agency's approval of a proposed designation of a Qualified Successor Developer shall be indicated to Developer in writing, and shall be granted or denied by Agency within twenty (20) days after its receipt of Developer's request for approval of such designation. If Agency fails to notify Developer of its approval or disapproval of such designation within twenty (20) days after the submittal of such evidence, then Agency shall be deemed to have rejected such designation.

B. Any permitted Qualified Successor Developer shall execute a written assignment and assumption agreement, in form and substance reasonably satisfactory to Agency, by which the Qualified Successor Developer shall agree to assume the obligations set forth in Section 34 of the Fourth Amendment. Developer shall thereafter be released from the terms of this Agreement with regard to the Residential Parcel that has been transferred to the Qualified Successor Developer. Agency shall execute the designation in favor of Qualified Successor Developer within five (5) business days of Developer's request for execution, provided that Agency has previously approved Qualified Successor Developer.

C. Any consent, determination, execution of documents, or decision of Agency to be given or made under this section shall be given or made in writing by the Agency's Executive Director."

**Section 33.** Sections 7 through 7.2 of the Third Amendment are amended in their entirety to read as follows:

"Agency provided a loan to Developer with a maximum principal amount of Five Hundred Thousand Dollars (\$500,000) ("**Loan**"). (As of August 21, 2014, the outstanding principal balance (not including accrued interest) is Four Hundred Forty Thousand Nine Hundred Twenty-Seven Dollars and Forty Cents (\$440,927.40). The Loan is evidenced by a Secured Promissory Note ("**Note**") dated April 22, 2010. Repayment of the Note is secured by a personal guaranty by Michael E. Rice and Frank J. Marinello, in form approved by Agency ("**Guaranty**"). A Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("**Deed of Trust**") shall be recorded against the Residential Parcels upon Developer's acquisition of each such parcel should there be an outstanding balance payable under the Note at such time and a lender's title policy shall be provided to Agency insuring the Agency's Deed of Trust in first lien position against the property. When such parcels are so encumbered such that the Note is fully secured, the Guaranty shall terminate. Agency shall release the Deed of Trust on each of the Residential Parcels as each such Residential Parcel is Transferred to a Qualified Successor Developer regardless of the amount paid towards the outstanding principal balance of the Loan, if any. If the Loan is not repaid

in full upon the Transfer of the last Residential Parcel, then Michael E. Rice and Frank J. Marinello shall execute and deliver to the Agency a Guaranty of the remaining outstanding obligation.

7.1 Use of Loan Proceeds. Provided all conditions to disbursement have been met, including without limitation compliance with the Agency conditions and criteria set forth in Exhibit C (of the Third Amendment) and such other reasonable requirements of Agency, including without limitation, the delivery to Agency of such documentation as to costs as Agency shall reasonable require, Developer shall be entitled to draw Loan proceeds solely for the following purposes: (i) granting to commercial tenants of the Project who have been approved by the Agency rent credits in the form of reduced or temporarily abated rent (i.e., Loan proceeds may be deposited into an escrow account to be used to make up operating deficits caused by such reduced or abated rent), and (ii) paying for tenant improvements for commercial tenants of the Project when such tenant improvements exceed \$30 per square foot.

7.2 Loan Terms. The Note shall continue to bear interest at the rate of six percent (6%) interest per annum. Developer shall make payments on the Note to the extent required by Section 4.14, and shall repay the Note in full no later than five (5) years from the effective date of this Fourth Amendment. Payments made pursuant to Section 4.14 shall be paid to Agency from escrow for the closing of the sale of the Residential Parcels. Repayment of the Loan shall be an obligation of Developer and repayments shall be credited first toward accrued interest and then toward principal.”

**Section 34.** Notwithstanding anything to the contrary in the Original DDA or this Fourth Amendment, effective upon the Transfer of a Residential Parcel or portion thereof to a Qualified Successor Developer, the provisions of this DDA shall be of no force or effect with respect to such Residential Parcel or portion thereof and shall not be applicable to such Qualified Successor Developer with respect to its ownership of such Residential Parcel or portion thereof that has been Transferred to it, except for (i) the obligation to pay the Lighthouse Development Fee pursuant to Section 4.12 of the DDA (as established by Section 30 of this Fourth Amendment); (ii) the obligation to pay the Downtown Economic Impact Fee pursuant to Section 4.18 (as established by Section 31 of this Fourth Amendment); and (iii) any rights and obligations (as determined by Developer) expressly assigned and assumed in the assignment agreement executed pursuant to Section 6.04(B) (as established by Section 32 of this Fourth Amendment).

**Section 35.** Section 9 of the First Amendment (i.e., that initial Section enumerated as Section 9 pertaining to demolition at Crystal Middle School site) is rescinded in its entirety.

**Section 36.** Exhibit E to the Original DDA ["Form of Grant Deed"] is deleted in its entirety and replace with the Revised Grant Deed attached hereto as Revised Exhibit E.

**Section 37.** The following exhibits are attached to this Fourth Amendment:

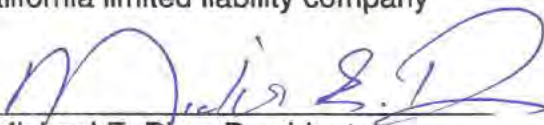
<b>Exhibit</b>	<b>Title</b>
Revised Exhibit A	Revised Legal Description of Property
Revised Exhibit B	Revised Site Plan
Revised Exhibit C	Revised Schedule of Performance
Revised Exhibit D	Revised Project Description/Scope of Development
Revised Exhibit E	Revised Grant Deed

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

**DEVELOPER:**

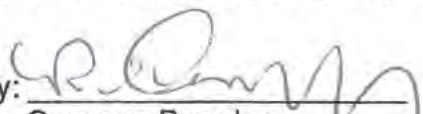
MAIN STREET WEST PARTNERS, LLC,  
a California limited liability company

By:   
Michael E. Rice, President  
Managing Member

By: \_\_\_\_\_  
Frank J. Marinello  
Vice President/Member

**AGENCY:**

SUCCESSOR AGENCY TO THE  
SUISUN REDEVELOPMENT AGENCY

By:   
Suzanne Bragdon,  
Executive Director

**ATTEST:**

By:   
Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER

By: \_\_\_\_\_  
Anthony Taylor, Agency Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

**DEVELOPER:**

MAIN STREET WEST PARTNERS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Michael E. Rice, President  
Managing Member

By: \_\_\_\_\_  
Frank J. Marinello  
Vice President/Member

**AGENCY:**

SUCCESSOR AGENCY TO THE  
SUISUN REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Suzanne Bragdon,  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

**ALESHIRE & WYNDER**

By:   
Anthony Taylor, Agency Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

**DEVELOPER:**

**AGENCY:**

MAIN STREET WEST PARTNERS, LLC,  
a California limited liability company

SUCCESSOR AGENCY TO THE  
SUISUN REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Michael E. Rice, President  
Managing Member

By: \_\_\_\_\_  
Suzanne Bragdon,  
Executive Director

By:  \_\_\_\_\_  
Frank J. Marinello  
Vice President/Member

**ATTEST:**

By: \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER

By: \_\_\_\_\_  
Anthony Taylor, Agency Counsel

Revised Exhibit A Revised Legal Description of Property

**Parcel 3**

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

LOT 4, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-142-300

**Parcel 4**

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:**

COMMENCING AT A POINT WHICH IS 48 FEET 6 INCHES NORTH OF THE INTERSECTION OF THE WEST LINE OF MAIN STREET, WITH THE NORTH LINE OF CALIFORNIA STREET, AS THE SAME IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUISUN CITY, WHICH MAP IS NOW ON FILE IN THE RECORDER'S OFFICE OF SOLANO COUNTY; THENCE FOLLOWING THE WEST LINE OF MAIN STREET, NORTH 20 FEET; THENCE WEST 100 FEET; THENCE SOUTH 20 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF LOT 2, IN BLOCK 2, AS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUISUN CITY WHICH MAP WAS FILED IN THE SOLANO COUNTY RECORDER'S OFFICE ON AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105.

**PARCEL TWO:**

ALL THAT PORTION OF SAID ALLEY AS ABANDONED AND VACATED BY RESOLUTION RECORDED MARCH 12, 1941, INSTRUMENT NO. 2046, BOOK 225, PAGE 34, SOLANO COUNTY RECORDS, LYING TO THE WEST AND ADJACENT TO PARCEL ONE ABOVE.

APN: 0032-130-060

**Parcel 5**

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

BEING A PORTION OF LOT ONE (1) IN BLOCK TWO (2), AS THE SAME IS SHOWN ON THAT CERTAIN MAP ENTITLED: "PLAN OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA ON AUGUST 29, 1859 IN BOOK 1 OF MAPS, PAGE 105, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF MAIN AND SOLANO STREETS IN THE CITY OF SUISUN CITY, AS INDICATED BY THE BANK BUILDING ON SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SOLANO STREET, BEING THE NORTHERLY SIDE OF SAID BANK BUILDING, WESTERLY 94.65 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID BANK BUILDING, SOUTHERLY 46.15 FEET TO THE NORTHERLY LINE OF THE PROPERTY OF CHARLES W. KOCH; THENCE EASTERLY AT RIGHT ANGLES ALONG THE NORTHERLY LINE OF THE LAND OF SAID CHARLES W. KOCH AND ALONG THE MIDDLE OF THE PRESENT PARTY WALL, 95 FEET TO A POINT ON THE WEST LINE OF MAIN STREET, AS INDICATED BY SAID BANK BUILDING; THENCE AT RIGHT ANGLES NORTHERLY ALONG MAIN STREET, 46 FEET TO THE POINT OF BEGINNING.

APN: 0032-130-010



**Parcel 6**

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, ALSO KNOWN AS UNION AVENUE, BEARING SOUTH 89 DEGREES 45' EAST, 12.00 FEET, AND SOUTH 00 DEGREES 15' WEST, 193.03 FEET FROM THE NORTHEAST CORNER OF BLOCK 27, AS THE SAME IS SHOWN ON THAT CERTAIN MAP ENTITLED: "PLAT OF SUISUN CITY, TOGETHER WITH JACKSON'S ADDITION AND A PORTION OF FAIRFIELD", FILED AUGUST 29, 1859 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA IN BOOK 1 OF MAPS, AT PAGE 105, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF THE 12 FOOT WIDE ABANDONMENT OF MAIN STREET ADJOINING THE EAST BOUNDARY OF SAID BLOCK 27, THENCE FROM SAID POINT OF BEGINNING SOUTH 00 DEGREES 15' WEST ALONG THE EAST LINE OF SAID ABANDONMENT, A DISTANCE OF 79.06 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 IN BLOCK 27 AS HEREINBEFORE REFERRED TO; THENCE NORTH 89 DEGREES 45' WEST ALONG THE SOUTH LINE OF SAID LOT 8 AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 142.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00 DEGREES 15' EAST, ALONG THE WEST LINE OF LOTS 8 AND 7, IN BLOCK 27, HEREINBEFORE REFERRED TO, A DISTANCE OF 79.89 FEET; THENCE SOUTH 89 DEGREES 25' 06" EAST, 142.80 FEET TO THE POINT OF BEGINNING.

APN: 0032-082-050

**Parcel 7**

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:**

LOT 10, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997, IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

**PARCEL TWO:**

NON-EXCLUSIVE EASEMENTS FOR PUBLIC ACCESS AND UTILITIES APPURTENANT TO PARCEL THREE ABOVE, OVER AND ACROSS PORTIONS OF LOTS 1 AND 2, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT I, FILED SEPTEMBER 16, 1996 IN BOOK 66 OF MAPS, PAGE 42, BEING MORE PARTICULARLY DESCRIBED IN GRANT DEEDS RECORDED OCTOBER 17, 1997 INSTRUMENT NO. 1996-00070099, AND OCTOBER 3, 1997 INSTRUMENT NO. 1997-00066247, SOLANO COUNTY RECORDS.

APN: 0032-142-280

**Parcel 8**

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:**

LOT 11, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

**PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING AND PUBLIC SERVICE APPURTENANT TO PARCEL SEVEN ABOVE, OVER AND ACROSS LOT D, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-142-250

**Parcel 9**

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:**

LOT 12, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997, IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

**PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING, AND PUBLIC SERVICE APPURTENANT TO PARCEL FIVE ABOVE, OVER AND ACROSS LOT D, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN:0032-142-240

**Parcel 10**

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:

LOTS 14 THROUGH 23, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO.1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

PARCEL TWO:

LOTS 24 AND 25, BLOCK 110, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO.1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION THEROF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF HE EASTERLY LINE OF CEDAR STREET WITH THE NORTHERLY LINE OF THAT 20 FOOT WIDE ALLEY AS SAIF STREET AND ALLEY ARE SHOWN ON THE RECORD OF SURVEY MAP FILED FOR RECORD MARCH 9, 1979 IN BOOK 14 OF SURVEYS, PAGE 59, SOLANO COUNTY RECORDS; THENCE (1) ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 41' 09" EAST, 25.00 FEET; THENCE (2) SOUTH 2 DEGREES 25' 44" WEST, 20.02 FEET TO THE SOUTHERLY LINE OF SAID ALLEY; THENCE (3) SOUTH 10 DEGREES 09' 33" EAST, 116.95 FEET TO THE NORTHERLY LINE FO FLORIDA STREET AS SHOWN ON SAID MAP; THENCE (4) SOUTH 0 DEGREES 18' 51" WEST, 30 FEET, MORE OR LESS, TO THE CENTER LINE OF FLORIDA STREET.

**APNS: 0032-042-300, 0032-042-360, 0032-042-440, 0032-042-460, 0032-042-480, 0032-042-500, 0032-042-520, 0032-042-540, 0032-042-560, 0032-042-580, 0032-042-600, and 0032-042-680**

**Parcel 11**

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

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN CITY, CALIFORNIA, BEING PORTIONS OF BLOCK 47, BLOCK 50 AND A 20' PRIVATE ALLEY, ALL AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF BLOCKS 46, 47, 48, 49, 50, 51, 52 AND 53 IN THE TOWN OF SUISUN CITY", FILED FOR RECORD IN BOOK 5 OF MAPS, PAGE 12, IN THE OFFICE OF THE SOLANO COUNTY RECORDER, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 5, 2001, INSTRUMENT NO. 2001-00129904, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE INTERSECTION OF THE EAST LINE OF PALM AVENUE WITH THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP BEARS NORTH 84 DEGREES 26' 50" EAST, 119.60 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A POINT LYING 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, OF THE SOUTH LINE OF FLORIDA STREET AS SHOWN ON SAID MAP; THENCE SOUTH 00 DEGREES 12' 20" WEST, 65.00 FEET; THENCE NORTH 89 DEGREES 47' 40" WEST, 110.00 FEET; THENCE NORTH 00 DEGREES 12' 20" EAST, 65.00 FEET TO A POINT, 12.00 FEET SOUTHERLY OF, WHEN MEASURED AT A RIGHT ANGLE THERETO, THE SOUTH LINE OF SAID FLORIDA STREET; THENCE LYING 12.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, SOUTH 89 DEGREES 47' 40" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

APN: 0032-061-390

**Parcel 12**

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:**

LOTS 24 THROUGH 26, IN BLOCK 111, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE SOUTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING NORTHERLY OF LOTS 24 THROUGH 26, IN BLOCK 111, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APNS: 0032-061-260, 270, 280 AND 290

**PARCEL TWO:**

LOTS 1 THROUGH 4, IN BLOCK 112, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE NORTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING SOUTHERLY OF LOTS 1 THROUGH 4, IN BLOCK 112, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APNS: 0032-061-300, 310 AND 320

**PARCEL THREE:**

LOTS 22 THROUGH 26, IN BLOCK 112, AS SHOWN UPON THAT CERTAIN MAP ENTITLED: "MAP OF CHAPLIN ADDITION NO. 1", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, TOGETHER WITH THE SOUTHERLY 10 FEET OF THE ALLEY AS VACATED IN THE ORDER OF VACATION, RECORDED MAY 18, 1983, BOOK 1983, PAGE 36523, SERIES NO. 19422, LYING NORTHERLY OF LOTS 22 THROUGH 26, IN BLOCK 112, OF CHAPLIN ADDITION NO. 1, FILED DECEMBER 4, 1913 IN BOOK 5 OF MAPS, AT PAGE 5, SOLANO COUNTY RECORDS.

APNS: 0032-061-330, 340, 350 AND 360

**Parcel 13**

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

PARCELS 1, 2, 3 AND 4, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED DECEMBER 13, 2001 IN BOOK 43 OF PARCEL MAPS, AT PAGE 3, SOLANO COUNTY RECORDS.

APN: 0032-091-170, 180, 190, 200

**Parcel 14**

**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:

THAT CERTAIN PARCEL OF LAND, BOUNDED ON THE WEST BY THE EAST LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY; ON THE NORTH BY THE SOUTH LINE OF CALIFORNIA STREET AND THE SOUTH LINE OF MORGAN STREET, AS SAID STREETS NOW EXIST; ON THE EAST BY THE WEST LINE OF WEST STREET AND THE WEST LINE OF SCHOOL STREET ALSO KNOWN AS WASHINGTON AVENUE, AS SAID STREETS NOW EXIST; AND ON THE SOUTH BY THE NORTHERLY LINE OF CORDELIA STREET AS SAID STREET NOW EXISTS.

ASSESSORS PARCEL NO.: 0032-152-180

**Parcel 15**

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

THAT PORTION OF LOTS 1 AND 2 IN BLOCK 2, AS SHOWN ON THE MAP OF THE CITY OF SUISUN CITY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, AUGUST 29, 1859, DESCRIBED AS: BEGINNING AT A POINT ON THE WEST SIDE OF THE PLAZA, ALSO KNOWN AS MAIN STREET, THAT IS 93.72 FEET NORTH FROM THE NORTH LINE OF CALIFORNIA STREET, SAID POINT BEING IN A LINE WITH THE NORTH FACE OF A BRICK WALL 17 INCHES THICK WHICH FORMS THE NORTH BOUNDARY OF THE LAND DESCRIBED IN DECREE QUIETING TITLE IN FAVOR OF T.O. DOWDELL, RECORDED FEBRUARY 15, 1923, IN BOOK 265 OF DEEDS, AT PAGE 88, INSTRUMENT NO. 646; THENCE NORTH ALONG THE WEST SIDE OF SAID STREET A DISTANCE OF 36.38 FEET TO A LINE BETWEEN TWO BRICK WALLS, ONE OF WHICH IS THE BRICK WALL OF THE BUILDING LOCATED ON THE LAND HEREBY DESCRIBED AND THE SECOND OF WHICH IS THE BRICK WALL OF THE BUILDING LOCATED ON THE LAND DESCRIBED AS PARCEL NO. 3 IN DEED TO LEONORA KOCH, RECORDED DECEMBER 16, 1930, IN BOOK 65 OF OFFICIAL RECORDS, PAGE 430, INSTRUMENT NO. 5010; THENCE WEST ALONG THE LINE BETWEEN SAID TWO BRICK WALLS A DISTANCE OF 100 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 2; THENCE SOUTH ALONG SAID LINE A DISTANCE OF 30 FEET, MORE OR LESS, TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN SAID DECREE QUIETING TITLE IN FAVOR OF T.O. DOWELL, HEREINBEFORE REFERRED TO; THENCE ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID DECREE THE FOLLOWING THREE COURSES AND DISTANCES, TO-WIT: EAST APPROXIMATELY 1 FOOT TO AN ANGLE IN BOUNDARY OF SAID LAND; THENCE SOUTH 6.42 FEET; THENCE EAST ALONG THE NORTH LINE OF THE BRICK WALL OF THE BUILDING LOCATED ON SAID LAND DESCRIBED IN SAID DECREE QUIETING TITLE A DISTANCE OF 94.97 FEET TO THE POINT OF BEGINNING.

APN: 0032-130-030 AND 0032-130-040



Revised Exhibit B Revised Site Plan

# MAIN STREET WEST DDA PARCELS



Revised Exhibit C Revised Schedule of Performance  
**SCHEDULE OF PERFORMANCE**

*All actions specified below shall be taken in accordance with the applicable sections of the DDA as amended ("Amended DDA"). In the event of a conflict between this Schedule and the provision of the Amended DDA, the provision of the Amended DDA shall control.*

**RESIDENTIAL PARCELS**

**PARCEL 10**

Note: As of the Effective Date, Developer has partially entitled parcel 10 through tentative subdivision map. However, Developer expects to make minor modifications to the existing tentative map to accommodate current market conditions.

1. Developer shall submit all applications to City necessary to process amendments to existing tentative map within 150 days of the Effective Date.
2. Appraisal process shall commence upon Developer's request, but in no event more than 5 days after City approves such amendments and all appeal periods have run without challenge.
3. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
4. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
5. Within 30 days after receiving notification of the Fair Market Value, Developer shall have the right, but not the obligation, to elect in writing to purchase the property for the Fair Market Value.
6. Concurrent with Developer's election to purchase the property, Developer shall deposit \$30,000 in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.
7. Within 90 days of the Effective Date, Developer shall submit Acquisition Financing Plan and the Final Development Plan to Agency.
8. The Close of escrow shall occur: (i) no sooner than the date the appeal period has run without challenge on the tentative map for Parcel 10, and (ii) no later than the first to occur of: (a) 90 days after a final map has recorded, or the fifth (5th) anniversary of the Effective Date.

**PARCEL 13**

1. Developer shall submit all applications to City necessary to process entitlements including a subdivision map within 150 days of the Effective Date.
2. Appraisal process shall commence upon Developer's request.
3. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.

4. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
5. Within 30 days after notification of the Fair Market Value, Developer shall have the right, but not the obligation, to elect in writing to purchase the property for the Fair Market Value.
6. Concurrent with Developer's election to purchase the property, Developer shall deposit \$30,000 in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.
7. Within 90 days of the Effective Date Developer shall submit Acquisition Financing Plan and a Draft Final Development Plan to Agency (subject to BCDC Approvals).
8. The Close of escrow shall occur (i) no sooner than the date the appeal period has run without challenge on the tentative map approval for Parcel 13, and (ii) no later than the first to occur of: (a) 90 days after a final map has recorded, or the fifth (5th) anniversary of the Effective Date.

#### PARCEL 14

1. Developer shall submit all applications to City necessary to process entitlements including a subdivision map within 180 days of the City approving the General Plan Update, and all appeal periods have run without challenge.
2. Appraisal process shall commence upon Developer's request, but in no event more than 5 days after City approves general plan amendments and all appeal periods have run without challenge.
3. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
4. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
5. Within 30 days after receiving notification of the Fair Market Value, Developer shall have the right, but not the obligation, to elect in writing to purchase the property for the Fair Market Value.
6. Concurrent with Developer's election to purchase the property, Developer shall deposit \$30,000 in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.
7. Within 90 days of the Effective Date Developer shall submit Acquisition Financing Plan and a Draft Final Development Plan to Agency.
8. The Close of escrow shall occur (i) no sooner than the date the appeal period has run without challenge on the tentative map approval for Parcel 14, and (ii) no later than the first to occur of: (a) 90 days after a final map has recorded, or the fifth (5th) anniversary of the Effective Date.

## COMMERCIAL PARCELS<sup>1</sup>

### PARCELS 1 & 2

1. Development on Parcels 1 and 2 is complete, and the property has transferred to MSW Partners. However, the Certificate of Completion required pursuant to Section 4.10 of the original DDA has not been issued as the Lighthouse Development Fee has not yet been paid.
2. The Lighthouse Development Fee shall be due on the first to occur of: (i) 30 months from the Effective Date, or (ii) concurrently with the sale of the first Residential Parcel and shall be paid directly to the Agency from the sale escrow.

### PARCEL 3

Note: Developer has entitled this site and has submitted construction documents to the Building Department that will need to be revised and approved by the Suisun City Building Department. The Final Development Plan for Parcel 3 has been approved. This parcel shall (i) be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker; and (ii) include, at Developer's cost, installation and maintenance of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Agency shall initiate the Appraisal for Parcel 3 upon written Developer's request, which request shall occur no later than 30 days after the first to occur of: (i) close of escrow for the second Residential Parcel or Developer's termination of rights for such parcel), or (ii) 3 years from the Effective Date. Failure to initial such request within the time period specified shall terminate Developer's rights to acquire the parcel.
2. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.
5. Close of escrow shall occur on the first to occur of: (i) one day following issuance of a building permit by the Suisun City Building Department, or (ii) the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer must submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").

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<sup>1</sup> Note: In the event that Developer secures an end-user or other developer to purchase a Commercial Parcel and covenants to build and develop the Parcel consistent with the applicable project description, Agency will consider consenting to a Transfer to such entity under Section 6.03. If the Agency is willing to consent to the Transfer, then upon assignment and assumption of the obligations in a form reasonably acceptable to the Agency by the entity, Agency will release the Developer in writing from responsibility for the applicable Commercial Parcel under the DDA.

6. Developer must commence construction of the building within 6 months of the date of close of escrow for the final Residential Parcel.
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

#### **PARCEL 7**

Note: Developer has entitled this site and has submitted construction documents to the Building Department that will need to be revised and approved by the Suisun City Building Department. The Final Development Plan for this parcel has been approved. This parcel shall be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker. This shall include installation and maintenance of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Upon Developer's request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Close of escrow shall occur on the first to occur of: (i) one day following issuance of a building permit by the Suisun City Building Department, or (ii) the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer must submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
6. If Developer acquires parcel, Developer must commence construction of the building (as evidenced by the issuance of a building permit from the City of Suisun City) within 18 months of the date of the second Residential Parcel to close of escrow or termination of Developer's rights to such parcel unless Developer provides evidence of economic infeasibility in accordance with the Amended DDA.
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

#### **PARCELS 8 & 9**

This parcel shall be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker. This shall include installation of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Upon Developer's written request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.

3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Developer shall submit Final Development Plan to Agency within 30 days of notification of the Fair Market Value.
6. Close of escrow shall occur on the first to occur of: (i) one day following issuance of a building permit by the Suisun City Building Department, or (ii) the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer must submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

#### **PARCEL 12**

This parcel shall be marketed for a hotel with a comprehensive marketing effort by a respected commercial real estate broker which shall include installation of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Upon Developer's written request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Developer shall submit Final Development Plan to Agency within 30 days of notification of Fair Market Value.
6. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department, but in no event later than the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

#### **PARCEL 11**

Prior to the third anniversary of the Effective Date ("Third Anniversary"), Developer shall determine if appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to parcel 11 on terms acceptable to Developer in its good faith discretion. The Agency will work in concert with Developer to allow Developer to make such determination. If Developer has not notified Agency of an appropriate parking arrangement that is acceptable to the Developer by the Third Anniversary, in such event shall be excluded from

the DDA, all rights and responsibilities associated with Parcel 11 shall revert to the Agency, and Developer shall have no right or obligation to acquire Parcel 11.

1. Upon Developer's written request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Developer shall submit Final Development Plan to Agency within 30 days of notification of Fair Market Value.
6. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department, but in no event later than the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
7. Within 12 months of commencement of construction, Developer shall have completed the shell ready for tenant improvements as evidenced by a Certificate of Completion.

#### **PARCELS 4, 5, 6 & 15**

Prior to the third (3rd) anniversary of the Effective Date ("Third Anniversary"), Developer and Agency will work together to determine feasibility of new development given constraints associated with existing structures and potential flood plain issues, and shall explore alternative financing/grant opportunities with the goal of furthering required infrastructure and development and/or preservation opportunities along the west side of Main Street.

Notwithstanding the timeline set forth herein, Developer shall have no obligation to acquire parcels 4, 5, 6 and 15 if, prior to the Third Anniversary, a Final Development Plan has not been approved by the Agency and in such event, Parcels 4, 5, 6 and 15 shall be excluded from the DDA, all rights and responsibilities associated with said parcels shall revert to the Agency, and Developer shall have no right or obligation to acquire said Parcels.

If a Final Development Plan is approved before the Third Anniversary, then:

1. Upon Developer's written request which must occur within 30 days of approval of the Final Development Plan, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department, but in no event later than the fifth (5th) anniversary

of the Effective Date. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").

6. Within 12 months of commencement of construction, Developer shall have completed the shell ready for tenant improvements as evidenced by a Certificate of Completion.



Revised Exhibit D Revised Project Description/Scope of Development  
**PROJECT DESCRIPTION/SCOPE OF DEVELOPMENT**

**East Side of Main Street**

Parcels 1 and 2 were combined and developed with a two-story, multi-tenant mixed-use project, with “active” ground floor retail uses, and office space on the second floor. Further, a public courtyard feature was an integral component of the development on parcels 1 and 2. This property is known as “Harbor Square.”

The design for parcel 3 (a vacant site) calls for a 2-story mixed use building that will also have “active” ground floor retail uses, and office or residential space on the second floor. Further, the building designed for parcel 3 is complimentary in terms of architecture and design to the development on parcels 1 and 2.

**West Side of Main Street**

The west side of Main Street consists of vacant parcels in addition to vacant dilapidated buildings. Parcels 4, 5, and 15 are located along the 700 block of Main Street and are to be developed consistent with the Downtown Waterfront Specific Plan.

Parcel 6 is a vacant lot located along the 300 block of Main Street, and should also be developed consistent with the Downtown Waterfront Specific Plan.

**Waterfront Parcels**

Parcels 7, 8, and 9 are vacant lots, and are slated for development with similar product relative to existing buildings in the immediate vicinity (such as the Miller-Sorg building, Athenian Grill, The Gallery Salon, and Babs), and consistent with the Downtown Waterfront Specific Plan.

Parcel 12 is a vacant lot, and is slated for non-residential development, consistent with the Downtown Waterfront Specific Plan.

**One Harbor Center Pad Parcel**

Parcel 11 is currently a vacant “pad” parcel to the One Harbor Center Office building. This parcel is slated for commercial development. However, this parcel is subject to terms of a parking agreement with One Harbor Center that restricts the development utility of this site. If appropriate parking for the proposed development of Parcel 11 is unavailable on property immediately adjacent to the parcel on terms acceptable to Developer in its good faith discretion, the Agreement provides that the Developer may waive its right to purchase Parcel 11, and the parcel would revert back to Agency ownership.

**Residential Parcels**

Parcel 10 is currently vacant land slated for residential development. The Agency assembled several smaller parcels (totaling approximately 6,500 square feet) that were controlled by the State of California Department of Water Resources (DWR), which are

now included as part of Parcel 10. A tentative subdivision map was approved for this site, although revisions are anticipated.

Parcel 13 is slated for residential development consistent with the Downtown Waterfront Specific Plan. The existing parking lot serving the Marina may require relocation and will be incorporated into this development.

Parcel 14 is the former Crystal Middle School site. The former school improvements have been demolished. There is soils remediation required at the northern portion of the site along Morgan Street involving remnants of a former underground storage tank made of redwood. The site must be rezoned to allow for residential development.

Revised Exhibit E Revised Grant Deed  
**FORM OF GRANT DEED**

**Recording Requested By:**  
Successor Agency of Redevelopment  
Agency of the City of Suisun City

**When Recorded Mail to and  
Mail Tax Statements to:**

\_\_\_\_\_

\_\_\_\_\_

APN: \_\_\_\_\_

[SPACE ABOVE FOR RECORDER'S USE ONLY]  
**Exempt from filing/recording fees per Govt. Code §27383**  
**Exempt from Documentary Transfer Tax per**  
**Revenue and Taxation Code §11922**

**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged, THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic, of the State of California, ("**Grantor**") acting to carry out the City of Suisun City Redevelopment Plan, ("**Redevelopment Plan**"), under the Community Redevelopment Law of California, hereby grants to \_\_\_\_\_ ("**Grantee**") that certain real property commonly known as \_\_\_\_\_, City of Suisun City, State of California, (APN No. \_\_\_\_\_), and legally described on Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

1. The Property is conveyed subject to the Redevelopment Plan and that certain Disposition and Development Agreement entered into by and between the Redevelopment Agency of the City of Suisun City and Main Street West Partners, LLC, a California limited liability company dated as of April 17, 2006, as amended by: (i) that certain First Amendment effective as of July 25, 2006; (ii) that certain Second Amendment effective as of September 18, 2007; (iii) that certain Third Amendment effective as of February 19, 2009; and (iv) that certain Fourth Amendment effective as of April 29<sup>th</sup>, 2016. The Disposition and Development Agreement as amended is hereafter referred to as the "**DDA**," a copy of which is available in the City Clerk's office of the City of Suisun City.

2. As a covenant running with the Property, Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, Grantee shall devote the Property to the uses specified in the Redevelopment Plan and the DDA.

3. Except as otherwise permitted in the DDA, Grantee shall not sell, transfer, convey, assign or lease the whole or any part of the Property without the prior approval of Grantor, which approval will not be unreasonably withheld by Grantor. This prohibition shall not be deemed to prevent granting of easements or permits to facilitate the development of the Property.

4. Upon a default under the DDA, Grantor has the rights specified in the DDA including, but not limited to, Part One, Article Seven and Part One, Article Eight (which includes a right of reverter). As set forth in the DDA, such reversionary interest in the Property shall be subordinate and subject to, and be limited by and shall not defeat, render invalid, or limit as to a any mortgage, deed of trust or other security instrument permitted by the DDA.

5. As a covenant running with the Property, Grantee covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, race, color, creed, religion, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **In deeds:** "Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person, or of a group of persons, on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) **In leases:** "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **In contracts:** "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

6. No violation or breach of the covenants, conditions, restrictions, provisions of limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the

lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the DDA; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. The covenants contained in paragraphs 2, 3, 5 and 6 of this Grant Deed shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of Grantor and for the entire periods during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land of interest therein to which such covenants relate. Grantor, in the event of any breach of any such covenants shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach pursuant to the conditions and limitations of the DDA. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by Grantor and its successors.

8. In the event of any express conflict between this Grant Deed and the DDA, the provisions of the DDA shall control.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**GRANTEE HEREBY ACCEPTS THIS GRANT DEED:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**

SUCCESSOR AGENCY TO THE SUISUN REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Suzanne Bragdon,  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

**ALESHIRE & WYNDER**

By: \_\_\_\_\_  
Anthony Taylor, Agency Counsel

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**(To be completed prior to execution)**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 201\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public \_\_\_\_\_

SEAL:



**SETTLEMENT AGREEMENT**

*Main Street West Partners, LLC v. Successor Agency of the Redevelopment Agency  
of the City of Suisun City, et al.,  
Sacramento County Superior Court, Case No. 34-2014-00164737*

**PARTIES**

This Settlement Agreement (“Agreement”) is entered into by the following parties: (1) Main Street West Partners, LLC (“Main Street”); (2) Successor Agency of the Redevelopment Agency of the City of Suisun City (“Successor Agency”); (3) the California Department of Finance and Michael Cohen, in his official capacity as California State Director of Finance (together, “Finance”) (all parties collectively, the “Parties”).

**RECITALS**

- A. The litigation resolved by this Agreement relates to the wind down of the Redevelopment Agency for the City of Suisun City (“RDA”) pursuant to Assembly Bill 26 of the 2011-12 First Extraordinary Session of the California Legislature (“AB x1 26”) and Assembly Bill 1484 of the 2011-12 Regular Session of the California Legislature (“AB 1484”) (AB x1 26 and AB 1484, collectively the “Dissolution Law”).
- B. Main Street and the RDA entered into a Disposition and Development Agreement dated April 7, 2006 (“Original DDA”), regarding the development of a commercial and residential project in Suisun City (“Project”). The Original DDA was amended by a First Amendment to the Disposition and Development Agreement dated July 25, 2006; a Second Amendment to the Disposition and Development Agreement dated September 18, 2007; and a Third Amendment to the Disposition and Development Agreement dated February 19, 2009 (as amended, the “DDA”).
- C. Following dissolution of the RDA, the Successor Agency became the successor-in-interest to all assets and obligations of the RDA, including the DDA.
- D. The expiration date of the DDA was February 19, 2014. On January 17, 2014, the Oversight Board to the Successor Agency (“Oversight Board”) approved a 120-day extension to the expiration date of the DDA in Resolution No. OB 2014-01 (“First Extension”).
- E. On January 21, 2014, Finance initiated review of the First Extension pursuant to Health & Safety Code section 34179, subdivision (h).
- F. On February 10, 2014, Main Street filed a Complaint for Validation under Code of Civil Procedure Section 863 and for Declaratory Relief in Solano County Superior Court, entitled *Main Street West Partners, LLC v. Successor Agency of the Redevelopment Agency of the City of Suisun City, et al.*, Solano County Superior Court Case No. FCS043017 (“Action”).
- G. On February 28, 2014, Finance approved the First Extension. The Oversight Board subsequently approved further extensions to the expiration date of the DDA in Resolution

Nos. OB 2014-04 ("OB 2014-04") and OB 2014-07 ("OB 2014-07"). Finance approved OB 2014-04 and OB 2014-07.

H. On or about April 11, 2014, Finance appeared in the Action pursuant to Code of Civil Procedure section 863 and moved to transfer venue to Sacramento County Superior Court.

I. On or about May 22, 2014, the Solano County Superior Court entered an order transferring the Action to Sacramento County Superior Court, which assigned it Case No. 34-2014-00164737. On or about October 1, 2014, Main Street filed a First Amended Complaint for Declaratory Relief, Impairment of Contract, and Petition for Writ of Mandate in the Action.

J. On or about October 15, 2014 the Oversight Board approved another extension to the expiration date of the DDA in Resolution No. OB 2014-11 ("OB 2014-11") and approved a Fourth Amendment to the Disposition and Development Agreement ("Fourth Amendment") in Resolution No. OB 2014-12 ("OB 2014-12"). On October 22, 2014, Finance initiated review. On December 1, 2014, Finance approved OB 2014-11 but did not approve OB 2014-12.

K. On or about January 8, 2015, the Oversight Board notified Finance of its Resolution Nos. OB 2015-01, which approved a further extension of the DDA, and OB 2015-02, which approved the Fourth Amendment. Finance initiated review of OB 2015-01 and OB 2015-02 pursuant to Health & Safety Code section 34179, subdivision (h), and, on February 18, 2015, sent the Oversight Board a letter stating that it did not approve OB 2015-01 and OB 2015-02.

L. On April 10, 2015, the Successor Agency requested that Finance reconsider its February 18, 2015, determination regarding OB 2015-01 and OB 2015-02, and provided further documentation and information in support of the request.

M. Finance has reviewed the request for reconsideration and the additional documentation and information provided in connection therewith.

N. Without admission of fault or wrongdoing, by entering into this Agreement the Parties have agreed to completely resolve any and all disputes between the Parties pertaining to the Action and the matters described in Recitals A through M of this Agreement.

#### AGREEMENT

Accordingly, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Principal Terms: The Parties agree to the following resolution of the litigation:

(a) To facilitate this Agreement, Main Street and the Successor Agency agree to use their best efforts to obtain Oversight Board approval for, and to execute, a further extension of the expiration date of the DDA from the expiration date provided for in Oversight Board Resolution OB 2014-11 to April 29, 2016 ("Settlement Extension").

(b) If Main Street and the Successor Agency obtain Oversight Board approval of the Settlement Extension, the Successor Agency will submit the Oversight Board action approving the Settlement Extension ("Oversight Board Action") to Finance within three (3) business days. Finance will approve the Oversight Board Action no later than ten (10) business days after receipt of the Oversight Board Action.

(c) If Main Street and the Successor Agency obtain approval of the Settlement Extension, as provided in paragraphs (1)(a) and (b), Finance will approve, upon reconsideration, Oversight Board Resolution OB 2015-02 on April 29, 2016.

(d) If Finance approves the Oversight Board Action and OB 2015-02, as provided in paragraphs (1)(b) and (c), and so notifies Main Street in writing, Main Street shall, within five (5) business days of receipt of such notice, file with the Court a request for dismissal of the Action requesting that the Court dismiss the Action and all claims and causes of action pled therein with prejudice, and shall serve the same on all Parties ("Dismissal").

(e) Upon the entry of the Dismissal as provided in paragraph (1)(d), the Parties specifically and mutually release and discharge each other, including their respective officers, directors, commission members, trustees, agents, employees, representatives, attorneys, insurers, departments, divisions, sections, successors and assigns from all claims, obligations, damages, costs, expenses, liens, and attorney fees of any nature whatsoever, whether known or unknown, suspected or not suspected to exist, claimed or not claimed, disputed or undisputed, pertaining to the Action and to the matters described in Recitals A through N of this Agreement. The Parties do not specifically or mutually release and discharge each other, including their respective officers, directors, commission members, trustees, agents, employees, representatives, attorneys, insurers, departments, divisions, sections, successors and assigns, from future claims, obligations, damages, costs, expenses, liens, or attorney fees of any nature whatsoever, that may arise from acts or events in regard to the Project occurring after the date of this Agreement, including but not limited to future extensions of and/or amendments to the DDA.

2. Claims Disputed: The Agreement does not constitute, nor shall it be construed as, an admission or concession by any of the Parties for any purpose. This Agreement is a compromise settlement of the Action, and by executing this Agreement, none of the Parties admits wrongdoing, liability, or fault in connection with, nor to the merit of, the Action, or the allegations asserted therein or in connection with Recitals A through N above.

3. Successors and Assigns: This Agreement shall be binding upon the Parties' respective officers, directors, commission members, trustees, agents, employees, representatives, attorneys, departments, divisions, sections, successors and assigns.

4. Assumption of Risk: The Parties each represent that they fully understand that if the facts pertaining in any way to the Action are later found to be different from the facts now believed to be true by any Party, each of them expressly accepts and assumes the risk of such possible differences in facts and agrees that this Agreement shall remain effective notwithstanding such differences in facts. The Parties also each represent that this Agreement

was entered into under the laws current as of the effective date, and agree that this Agreement shall remain effective notwithstanding any future changes in the law.

5. Independent Advice of Counsel: The Parties each represent that they know and understand the contents of the Agreement and that this Agreement has been executed voluntarily. The Parties each further represent that they have had an opportunity to consult with an attorney of their choosing and that they have been fully advised by the attorney with respect to their rights and obligations and with respect to the execution of this Agreement.

6. Entire Agreement: No promise, inducement, understanding, or agreement not expressed has been made by or on behalf of the Parties, and this Agreement contain the entire agreement between the Parties related to the Action.

7. No Assignment: Each Party represents that it has not assigned, transferred, or purported to assign or transfer to any person or entity any matter released herein.

8. Amendments in Writing: This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by a writing duly executed by the Parties. The Parties agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

9. Construction: The Parties agree that this Agreement is to be construed and interpreted without regard to the identity of the party drafting this Agreement.

10. Additional Acts: The Parties agree to take such actions and to execute such documents as are necessary to carry out the terms and purposes of this Agreement.

11. Attorneys Fees: The Parties shall each bear their respective attorney fees and costs incurred in the Action.

12. Enforcement: If any Party to this Agreement files a lawsuit to enforce or interpret this Agreement, the prevailing Party in any such suit shall be entitled to reimbursement for reasonable attorney fees and costs.

13. Choice of Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California. If any Party to this Agreement brings a lawsuit to enforce or interpret this Agreement, the lawsuit shall be filed in the Superior Court for the County of Sacramento, California.

14. Counterparts: This Agreement may be executed by facsimile and in one or more counterparts, each of which is deemed an original and all of which together shall constitute this Agreement.


15. Effective Date: The date on which the last counterpart of this Agreement is executed shall be the effective date of this Agreement.

16. Authority to Execute: Each Party represents that they have the authority to enter into and perform the obligations necessary to provide the consideration described in this Agreement. Each person signing this Agreement represents and warrants that they have the authority to sign on behalf of the Party for which they sign.

This Agreement consists of Recital Paragraphs A - N and Paragraphs 1 - 16 above.

DATED: 2/2/16


MAIN STREET WEST PARTNERS, LLC

By   
Michael E. Rice

Its Managing Member

DATED: 2/1/16

DEPARTMENT OF FINANCE AND MICHAEL COHEN, DIRECTOR OF FINANCE

By   
Kari Krogseng

Its Chief Counsel

DATED: \_\_\_\_\_

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY

By \_\_\_\_\_  
Suzanne Bragdon

Its Executive Director

Approved as to Form and Content:  
MORRIS POLICH & PURDY LLP

By:   
Jeffrey H. Belote  
Attorneys for Petitioner/Plaintiff  
Main Street West Partners, LLC

///

16. Authority to Execute: Each Party represents that they have the authority to enter into and perform the obligations necessary to provide the consideration described in this Agreement. Each person signing this Agreement represents and warrants that they have the authority to sign on behalf of the Party for which they sign.

This Agreement consists of Recital Paragraphs A - N and Paragraphs 1 - 16 above.

DATED: 2/2/16


MAIN STREET WEST PARTNERS, LLC

By   
Michael E. Rice

Its Managing Member

DATED: 2/1/16

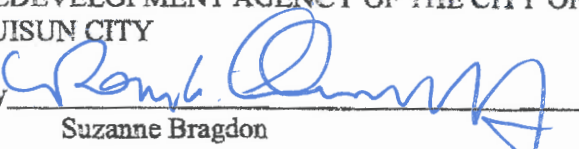
DEPARTMENT OF FINANCE AND MICHAEL COHEN, DIRECTOR OF FINANCE

By   
Kari Krogseng

Its Chief Counsel

DATED: 3 FEB 16

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY

FOR By   
Suzanne Bragdon


Its Executive Director

Approved as to Form and Content:  
MORRIS POLICH & PURDY LLP

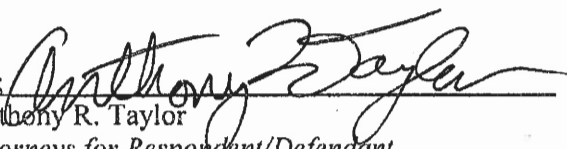
By: \_\_\_\_\_  
Jeffrey H. Belote  
Attorneys for Petitioner/Plaintiff  
Main Street West Partners, LLC

///

Approved as to Form and Content:  
KAMALA D. HARRIS  
Attorney General of California

By:   
\_\_\_\_\_  
Aaron D. Jones, Deputy Attorney General  
*Attorneys for Respondents/Defendants*  
*California Department of Finance and*  
*Michael Cohen*

Approved as to Form and Content:  
ALESHIRE & WYNDER, LLP

By:   
\_\_\_\_\_  
Anthony R. Taylor  
*Attorneys for Respondent/Defendant*  
*Successor Agency of the Redevelopment Agency of*  
*the City of Suisun City*