

SOL-013  
PARCEL NO.: 0180-050-020  
TITLE REPORT NO.: FSOL-STO1501697  
PROJECT: Cordelia Hills Sky Valley Open Space  
and Pedestrian Bike Path Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY  
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the SOLANO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (hereinafter called "Buyer"), and TCD BROWN, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY WHICH ACQUIRED TITLE IN PART AS TCD BROWN, LLC (hereinafter called "Seller") for acquisition by Buyer of certain real property hereinafter set forth.

**RECITALS**

A. Seller owns approximately 148.62 acres of unimproved pasture lands in the County of Solano, California ("Property" as defined below). The Buyer has approved plans for the expansion of open space and for the upgrade of its pedestrian and bicycle corridors ("Project"). The Buyer has determined that it requires ownership of the Property in order to implement the Project.

B. By letter dated April 19, 2016, and sent to the Seller, the Buyer's acquisition agent informed the Seller that "this Project requires the acquisition of the fee simple interest in [the] property . . . ." Said letter also stated that in the event that the Seller and Buyer cannot reach agreement on the price and terms of Buyer's acquisition of the Property, an acquisition policy and procedures brochure attached to the letter explained the steps the County would take in order to take ownership of the Property without the Seller's consent, including initiating eminent domain proceedings in order to condemn the Property in the name of the Buyer.

C. The parties acknowledge and agree that the Buyer intended to initiate condemnation proceedings to acquire the Property in the event that the Seller did not agree to sell the Property pursuant to this Agreement. Furthermore, the parties acknowledge and agree that Buyer has threatened to initiate such proceedings to acquire the Property and that the only reason that Seller is involuntarily selling the Property to Buyer is because of said threat, and for no other reason.

**AGREEMENT**

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain real property (hereinafter called "Property") situated in the unincorporated area, County of Solano, State of California, and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO  
AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total Purchase Price, payable in cash through escrow, shall be the sum of

ONE MILLION FOUR HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS

(\$1,486,200.00)

3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. All liens, encumbrances, qualifications and exceptions to title reflected in the Preliminary Title Report to be provided by Fidelity National Title Company and approved by Buyer pursuant to Section 3(D), below.
- D. Grazing Lease expiring upon 90 days written notice or November 30<sup>th</sup>, 2016. See Exhibit "B" attached hereto and by this reference made a part hereof. "Buyer acknowledges the November 30, 2016 Lease Agreement expiration date has expired with Tenants, Steve and Shari Sanders, still in hold over possession. The Lease's Section Nine, Termination, is the only expiration/termination proviso in the Lease. It requires a ninety (90) day written notice by either party. Seller agrees to notify the Tenants commencing the ninety (90) day Lease Termination Notice after receiving written confirmation from Buyer that the Buyer's Board of Supervisors approved the agreement as set forth in Paragraph #5, Escrow, Hereof"
- E. Buyer shall notify Seller in writing within five (5) business days after receipt of the Preliminary Title Report of Buyer's disapproval of any exception therein. All other exceptions in the Preliminary Title Report shall be referred to as Approved Exceptions, except for liens of deeds of trust or other monetary liens or encumbrances to be paid upon close of escrow. Seller shall have five (5) business days after such notice to advise Buyer of any disapproved exceptions which will not be removed by Seller prior to the Closing. If Seller indicates that it will not correct any of the disapproved exceptions, Buyer may elect to:
  - (i) terminate this Agreement without liability on the part of either party and Escrow Agent shall return all funds and documents deposited in escrow to the party submitting them to the Escrow Agent; or
  - (ii) consummate the purchase of the Property subject to such exceptions without reduction in the Purchase Price and without any liability on Seller's part relative to the title to the Property.



4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$1,486,200.00 issued by Fidelity National Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Fidelity National Title Company (hereinafter referred to as "Escrow Agent"), located at 1375 Exposition Drive, Suite 240, Sacramento, CA 95815 and cause to be issued a Preliminary Title Report ("Preliminary Title Report") of title of the Property to Buyer and Seller no later than three (3) days after this Agreement is fully executed. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time; provided, however, that escrow shall close no later than Sixty (60) days after Buyer's Board of Supervisors approves this Agreement ("close of escrow" or "Closing"). Buyer's Board of Supervisors shall meet to approve or deny this Agreement For Acquisition of Real Property no later than thirty (30) days after execution of this document hereof.

- A. Prior to close of escrow, Seller shall execute and deliver to the Escrow Agent a Grant Deed concurrent with this Agreement. As soon as possible after opening of escrow, Buyer will deposit the Certificate of Acceptance with Escrow Agency. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.
- B. Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.
- C. All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.
- D. ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:
  - 1. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
  - 2. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the

County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Section "C" below.

3. From the date that tax information is available, as per Section 5-A (B), up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement.
4. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

E. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

1. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law
2. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
3. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

F. The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder and all funds necessary to pay the Purchase Price have been delivered to Seller. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

G. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions and/or this Agreement must be in writing.

H. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO



CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close in accordance with Section 5, any party who then shall have fully complied with its instructions may, in writing, demand the return of its money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutually agreed-upon substitute instructions. If no demands are made, proceed with closing of this escrow as soon as possible and in accordance with the terms hereof.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 18, 20 and to its liability under any policy of title insurance issued in regard to this transaction.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow, including but not limited to transfer taxes and recording fees.

7. WARRANTY. Seller warrants that there are no oral or written leases on all or any portion of property exceeding a period of one month, and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month, EXCEPT

Grazing Lease. See Exhibit "B" attached and incorporated by this reference.

8. PERMISSION TO ENTER ON PREMISES. Seller grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. Buyer shall provide to Seller a minimum of One (1) day advance notice before entering the property to allow Seller to provide notice to Lessee.

9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

10. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to Overland, Pacific & Cutler, Inc.; purpose being to ascertain if any reimbursements are due Seller.

11. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a result of Buyer threatening to condemn the Property in the event that Seller did not agree to

enter this Agreement, and provided that this transaction closes in accordance with its terms, Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Solano, wherein the herein described Property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. In this connection, however, Buyer warrants and represents that no such eminent domain action has been filed as of the date this Agreement is approved by the Buyer's Board of Supervisors and that no such eminent domain action shall be filed prior to Closing.

12. POSSESSION OF REAL PROPERTY AND DISPOSITION OF SELLER'S PERSONAL PROPERTY. Subject to Grazing Lease attached hereto as Exhibit B, possession of real property shall be given to Buyer upon the recording of Seller's Deed. All personal property remaining on the Property shall become the property of Buyer and Buyer may dispose of same without liability as it alone sees fit. Buyer shall not be liable for any loss of or damage to said personal property, regardless of when such loss or damage occurs.

Buyer understands that Seller makes no express or implied warranty with respect to the condition of any of the Property, improvements (if any) or personal property. Seller makes no oral or written representation regarding the age of improvements, the size and square footage of the Property or its property lines.

13. SOILTESTING.

- A. It is understood and agreed upon and between the parties hereto that this escrow is subject to and conditioned upon acceptable soils conditions and the absence from the property of toxic or hazardous substances and any other kind of soil or water contamination and Seller further authorizes the Buyer, its agents or assigns to enter upon the subject property for the purpose of conducting a soils, toxic, and hazardous substance test.
- B. Any other provision of this Agreement notwithstanding, at Buyer's discretion, Buyer may elect to rescind this Agreement and cancel any escrow which may have been opened pursuant hereto in the event soils conditions are not acceptable to Buyer or there is present on the Property toxic or hazardous substances or any other kind of soil or water contamination. Notwithstanding the foregoing, the parties acknowledge and agree that Buyer has been afforded ample opportunity to conduct all soils and hazardous waste explorations and investigations on and with respect to the Property and has concluded those explorations and investigations and, based thereon, has satisfied itself with respect to the conditions which the Buyer has found. Furthermore, Buyer will not rescind this Agreement nor cancel escrow pursuant to this Section.

14. BUYER'S TESTS AND DUE DILIGENCE. This Agreement affords Buyer a reasonable period of time to perform any and all due diligence as Buyer believes is reasonably necessary to



make the decision to consummate the transactions described in this Agreement. Except as to the representations and warranties made by Seller as contained in this Agreement (as qualified by Section 16), Buyer is relying and shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and (except as otherwise specifically provided to the contrary in this Agreement) shall take title to the Property without any other warranty, express or implied, by Seller or any employee or agent of Seller.

15. AS IS SALE. Seller has not made any express or implied representations, guarantees, promises, statements, assurances or warranties as to the suitability for any purpose of owning and operating any or all of the Property, or as to the physical condition thereof, or as to the net or gross acreage contained therein, or as to the zoning thereof, or any other past, present or future matter whatsoever, or as to the completeness or accuracy of any report issued by any third party. No other representations or warranties have been made and that the Property is being purchased on an AS IS WITH ALL FAULTS basis. Buyer further acknowledges that, as of the Closing Date, Buyer (1) will have had a full, complete and unfettered right to inspect the Property to its entire satisfaction, and (2) shall have investigated, to Buyer's complete satisfaction, all items, matters and conditions described in Sections 14 and 15. Buyer further acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigations. Buyer further acknowledges and agrees that it has investigated and has knowledge of operative or proposed governmental laws, regulations and requirements (including but not limited to those pertinent to the County of Solano and/or building code, disability access, zoning, environmental and land use laws and regulations) (collectively, Applicable Laws) to which the Property is or may be subject and accepts the Property solely upon the basis of Buyer's review and determination of the applicability and effect of such Applicable Laws. Notwithstanding anything to the contrary stated herein, Buyer further acknowledges that Seller, its agents and employees and other persons acting on Seller's behalf have made no representations or warranty of any kind in connection with any matter relating to the physical or environmental condition of, value of, fitness of, suitability of or Applicable Laws pertinent to the Property upon which Buyer has relied directly or indirectly for any purpose. Buyer hereby waives, releases and forever discharges Seller, Seller's agents, employees, and any other person acting on behalf of Seller, of and from any claims, actions, causes of action, demands, rights, damages, costs, and liabilities of any sort, known or unknown, foreseen or unforeseen, which Buyer now has or which may arise in the future on the account of or in any way growing out of or connected with the physical or environmental condition of the Property or any Applicable Laws, excepting only those claims, actions, causes of action, demands, rights, damages, costs, and liabilities resulting from a breach by Seller of this Agreement.

16. FULL AND COMPLETE SETTLEMENT.

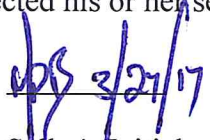
- A. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the property and any dislocation of Seller from same, specifically including, but not limited to, the value of the Property, any and all claims in inverse condemnation and for pre-condemnation damages, any and all loss of business goodwill and any and all relocation benefits



that Seller may be entitled to, the nature of which is fully known by Seller and any and all other claim that Seller may have, whether or not specifically mentioned herein, relating directly or indirectly to the acquisition by Buyer of this Property, however Seller and Buyer, and each and all of their individual and collective agents', representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation or damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

- B. Seller hereby acknowledges that it has been advised by its attorney concerning, and are familiar with, the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

 \_\_\_\_\_  
Seller's Initials

- C. Seller acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained may give rise to additional damage, loss, costs or expenses in the future. Seller also acknowledges that changes in law may occur in the future which may apply retroactively and may allow Seller to be entitled to further claims for damage, loss, costs or expenses which are presently unknown and unsuspected. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principle of similar effect.

This acknowledgment and release shall survive the close of escrow.

17. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the Buyer's Board of Supervisor's approval of this Agreement. The Solano County Board of Supervisor's approval of this Agreement and its Exhibits constitute said acceptance and approval.

18. If Seller wishes to enter into a tax deferred exchange for the Property or to apply the proceeds of the Purchase Price to take advantage of the provisions of IRC §§1033 and/or 1231,



then each party agrees to cooperate with the other in connection with such an exchange or re-investment, including the execution of any documents as may be reasonably necessary to complete such, provided that:

- A. The other party shall not be obligated to delay the Closing in this transaction;
- B. all additional costs in connection with the exchange or investment shall be borne by the party requesting same;
- C. the other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability that would survive the exchange or investment; and
- D. the other party shall not take title to any property other than the Property described in this Agreement.
- E. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange or investment.

19. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. Neither party relies upon any warranty or representation not contained in this Agreement.

20. The recitals are incorporated herein by this reference.

21. AGREEMENT TO PERFORM NECESSARY ACTS

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

22. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Seller at:

TCD Brown, LLC  
c/o Matt Brown  
12485 W. View Ridge Drive  
Boise, Idaho 83709

To Buyer at:

SOLANO COUNTY  
Department of Resource Management  
Public Works Engineering  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party at the address contained herein.

24. GOVERNING LAW

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

25. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All covenants, representations, warranties, and other agreements under this Agreement shall survive the close of escrow.

26. TIME IS OF THE ESSENCE

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

27. SATURDAYS, SUNDAYS, AND HOLIDAYS

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

28. WAIVER

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.



In witness whereof, THE PARTIES HERETO HAVE EXECUTED this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF BUYER

SOLANO COUNTY  
Department of Resource  
Management  
Public Works Engineering  
675 Texas Street, Suite  
5500  
Fairfield, CA 94533

DATE: \_\_\_\_\_

MAILING ADDRESS OF SELLER

TCD Brown, LLC  
c/o Matt Brown  
12485 W. View Ridge  
Drive Boise, Idaho 83709

DATE: 3/27/17

BUYER

SOLANO COUNTY, a political subdivision of  
the State of California

BY: \_\_\_\_\_

SELLER

TCD BROWN, LLC, a California Limited  
Liability Company

BY:  \*1

Name: Matthew Brown

Title: Managing Member

BY: \_\_\_\_\_

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

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

\*1 My Signature & Approval of this Agreement  
Requires Acceptance by Buyer no later than  
April 20, 2017. In the event the offer is not signed  
& accepted by Buyer on that date my signature & approval  
of this Agreement will expire. MB

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

**For APN/Parcel ID(s): 0180-050-020**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SOLANO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

#### **PARCEL ONE:**

That certain parcel of land in Sections 21 and 22, T. 4 N., R. 3 W., M.D.B. & M., which is designated as containing 151.35 acres on Solano County Tax Assessors Parcel Map for year 1963, as Parcel No. 45-200-21 in Code Area 7101 and being that portion lying Northwest of the Northwest boundary of the Highway Right-of-Way of the land described in Deed from Manuel Borges Azevedo in favor of Mary Azevedo, dated April 28, 1952 and recorded April 30, 1952 as Recorder's Instrument No. 5997, in Book 620, Official Records, as page 227, as follows:

COMMENCING at the Southeast corner of land conveyed by John B. Frisbie to Chas J. Moseley, et al., by Deed dated October 14, 1856 and recorded December 26, 1856 in Book "K" of Deeds Page 187, thence North 13° 5' West along "Stone Line" 20.30 chains; thence North 26° East 1529.88 chains; thence North 33° 30' East 185.46' chains; thence North 52° 30' East 4.17 chains; thence North 75-3/4° West 1560.90' chains to the Southeasterly corner of land conveyed by Peter Wild to John Torney, et al., by Deed dated September 27, 1870 and recorded September 29, 1870 in Book L-1 of Deeds, Page 73; thence North 75° 55' West 765.60 chains; thence North 72° 50' West 1975.38 chains to the corner of land formerly owned by Torney, Fagan, and Lankashim; thence North 1-1/4° West 40.26 Chains; thence North 51-3/4° West 533.28 chains to the most Northerly corner of land conveyed by Vallejo Savings and Commercial Bank to Thomas Mathews, by Deed dated November 1, 1877 and recorded November 5 1877 in Book 66 of Deeds, Page 261; thence along line of land so conveyed as follows: South 1-1/4° East 1755.60 chains; thence North 59° East 127.38'; thence North 51-3/4° East 658.68'; thence South 51-3/4° East 830.28'; thence South 10° East 302.28' to the Southeasterly line of land so conveyed to Thomas Mathews; thence South 43° 30' West about 545.82' to the Easterly boundary of 38.60 acre tract of land conveyed to Francisco Borges Azevedo by Deed dated January 7, 1898 and recorded January 8, 1898, in Book 129 of Deeds, Page 272; thence South 30° 32' East 2453.22'; thence East 1697.52' to the PLACE OF BEGINNING and being property conveyed by Francisco Borges Azevedo to Manuel Borges Azevedo, by Deed dated August 13, 1894 and recorded August 14, 1894 in Book 116 of Deeds, Page 236, also property conveyed by Frank B. Azevedo to Manuel Borges Azevedo, by Deed dated March 17, 1910 and Recorded April 16, 1910 in Book 181 of Deeds, Page 8.

The highway right of way which forms the Southeasterly boundary of the land herein described is the right-of-way acquired by State of California by three instruments, to wit:

- (A) Deed from M.B. Azevedo and wife, dated July 14, 1933, recorded August 31, 1933, in Book 110 of Official Records, Page 143, as Recorder's Instrument No. 2962;
- (B) Deed from Manuel Borges Azevedo and Mary Azevedo, father and daughter, dated April 16, 1949, recorded July 8, 1949 in Book 479 of Official Records, Page 431, as Recorder's Instrument No. 7225;
- (C) Final Order of Condemnation entered in Civil Action No. 35534, dated February 8, 1962 and recorded February 8, 1962, in Book 1123 of Official Records, Page 119, as Recorder's Instrument No. 3137.

#### **PARCEL TWO:**

Parcel Two:

The roadway easement which is an appurtenance to the acreage herein described as Parcel no. Three over a strip of land approximately 40 feet in width running from Southwest corner of said acreage Southwesterly along state highway right-of-way, and connecting said acreage to highway access road, and being the easement particularly described in the Director's Deed from the State of California to Manuel P. Azevedo, husband and wife, dated August 3, 1962 recorded August 13, 1962, in Book 1156 Official Records, Page 139, as Recorder's Instrument No. 20229,



**EXHIBIT "B"**  
**(GRAZING LEASE)**

**LEASE AGREEMENT**

Lease agreement made between **TCD Brown, LLC, 12485 W View Ridge Dr. Boise, ID 83709** a California Limited Liability Company ("Lessor"), and **Steve & Shari Sanders, 245 Watson Ln. American Canyon, CA 94503-9635** ("Lessee").

**RECITALS**

A. Lessee has certain animals for which lessee desires to have certain grazing and pasturage rights.

B. Lessor has certain land that would be appropriate for the grazing and pasturage of lessee's animals.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

**SECTION ONE. PROPERTY AND TERM**

A. Lessor leases to lessee the premises of lessor located in Solano County, State of California, described as follows:

**TCD Brown, LLC grazing land of 148.62 acres and APN 0180-050-020-01**

B. This lease shall commence on December 1, 2015, and shall be for a term of one (1) year, or until terminated as provided in this lease agreement, on the terms and conditions set forth in this agreement.

**SECTION TWO. RENTAL**

Lessee shall pay rent commencing December 1, 2015, at the rate of \$3,715.00 per year, or fraction of a year if this lease is terminated as set forth below in this agreement, payable in advance, at 12485 W. View Ridge Drive, Boise Idaho, 83709, or to any other person or agent and at any other time that lessor may designate.

The rent amount of \$ \$3,715.00 per year is based upon a rate of \$ 25.00 per acre per year for the full 148.62 acres.

Lessor has agreed to credit the Lessee \$1800 for repairs Lessee made to the fence on the property to make it suitable for their uses for the initial year of the lease only.

**SECTION THREE. USE OF LAND**

A. The premises shall be used by lessee solely and exclusively for the pasturage and grazing of lessee's cattle.

- B. Lessee shall be allowed to keep bees and beehives on the property.

#### **SECTION FOUR. CONSTRUCTION OF STRUCTURES**

Lessee shall not build structures of any character upon the leased premises without the prior, express, and written consent of lessor, except as provided in SECTION SIX of this lease agreement.

#### **SECTION FIVE. REMOVAL OF FENCES**

Lessee shall not remove or relocate any fences that are on the leased premises at the commencement of this lease without the prior, express, and written consent of lessor.

#### **SECTION SIX. BUILDING OF FENCES**

A. Lessee shall, at lessee's own expense, build neat, stock proof, lawful fences and gates enclosing the leased premises, and shall keep such fences and gates in good repair to the satisfaction of lessor and in such condition and repair to insure that lessee's cattle are securely contained therein. Lessee assumes all responsibility for the failure of the fences and gates and any consequent loss, damages or injury to the cattle or other parties.

B. At the termination of this lease agreement, lessee shall not remove such fences built by lessee.

C. Lessee may install electric wire along the fences and remove and retain this wire and associated equipment at the termination of the lease.

#### **SECTION SEVEN. LABOR AND MATERIALS**

Lessee shall fully pay for all materials joined or affixed to the premises pursuant to this lease and pay in full all persons who perform labor on the premises, and will not permit or suffer any mechanics' liens or material suppliers' liens of any kind or nature to be enforced against the premises for any work done or materials furnished on the premises at lessee's instance or request.

#### **SECTION EIGHT. INDEMNIFICATION**

Lessee shall indemnify lessor from and against any and all liability, cost, and expense for loss of or damage to property, and for injuries to or deaths of persons arising directly or indirectly from the use of the premises by lessee.

#### **SECTION NINE. TERMINATION**



In spite of anything elsewhere contained in this lease agreement, this lease may be terminated by either party on ninety (90) days' written notice delivered to the other party at the above listed address of each party.

#### **SECTION TEN. ASSIGNMENT OR SUBLEASE**

This lease agreement shall inure to the benefit and be binding upon the heirs, executors, successors, and assigns of the parties; provided, however, lessee shall not sublease all or any part of the leased premises, or assign this lease agreement, without the prior, express, and written consent of lessor; and if lessee does sublease the premises or part of the premises or assign this lease agreement, such sublease or assignment shall be void unless lessor has given its prior, express, and written consent.

#### **SECTION ELEVEN. ATTORNEY'S FEES**

If either lessor or lessee shall bring suit to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this lease agreement, the prevailing party shall be entitled to recover from the other party costs and reasonable attorney's fees.

#### **SECTION TWELVE. SURRENDER OF PREMISES**

Except as provided in Section Six, subparagraph B, lessee shall, at the termination of this lease agreement, vacate the leased premises, leaving them in the same condition they were in at the time of lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of lessee, and upon vacating shall leave the demised premises free and clear of all rubbish and debris. Lessee and Lessor agree to release liability for pre-existing conditions such as debris and the previous barn site which shall be documented by photographs.

#### **SECTION THIRTEEN. NO WAIVER**

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

#### **SECTION FOURTEEN. GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

#### **SECTION FIFTEEN. SEVERABILITY**

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

#### SECTION SIXTEEN. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

#### SECTION SEVENTEEN. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

#### SECTION EIGHTEEN. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.


#### SECTION NINETEEN. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Dated: FEB 19, 2016

LESSOR:

TCD BROWN, LLC

By:   
Matthew Brown, Manager

Dated: Jan 25, 2016

LESSEE:

By: Shari Sanders