

SEP 30 2008



BY *Maria Chivela* deputy
CLERK OF THE BOARD

AGENDA SUBMITTAL TO SOLANO COUNTY BOARD OF SUPERVISORS

<u>ITEM TITLE</u>		BOARD MEETING DATE	AGENDA NUMBER
Consider approving an agreement with Lucas Austin and Alexander LLC (dba Brooks Street) to develop a shared vision of the Solano County Fairgrounds development, and adopting implementation procedures, and establishing a project budget of not to exceed \$2 million for FY 08/09 (4/5 vote required)		September 30, 2008	2
Dept:	County Administrator's Office	Supervisorial District Number	
Contact:	Michael D. Johnson	All	
Extension:	X6100		
	Published Notice Required?	Yes _____	No <u>X</u> _____
	Public Hearing Required?	Yes _____	No <u>X</u> _____

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board consider:

1.
 - a. Approving a Agreement with Lucas Austin and Alexander LLC (dba Brooks Street) to develop a vision for the Solano County Fairgrounds development;
 - b. Directing staff to negotiate an Amendment to the Memorandum of Understanding with the City of Vallejo and Solano County Fair Association;
 - c. Establishing an Ad Hoc Fairgrounds Committee; and
 - d. Delegating authority to the County Administrator to oversee the Agreement in accordance with the Project Budget.
2.
 - a. Authorizing the Auditor Controller to establish a loan of \$2 million from General Fund for the Project and;
 - b. Appropriating \$2 million to start the Visioning Project (4/5 vote required)

SUMMARY:

Staff is recommending entering into an Agreement with Brooks Street for visioning the future development of the 152 acre Fairgrounds Property, to include the "Fair of the Future", and other retail/commercial or residential opportunities.

FINANCING:

The financing for the visioning process and the future entitlement phase of the Fairgrounds Property will be backed by a loan from the General Fund to be repaid from future revenue stream

from the ultimate development of the Property with a preferred rate of return of 12% per annum. This money lent by the General Fund should be viewed as an investment for future benefit of not only the community of Vallejo but also, the entire Solano County.

DISCUSSION:

Background

On July 25, 2000, the Solano County Board of Supervisors (the "Board") adopted a resolution directing the development of a common vision for the redevelopment of the 152-acre Solano County Fairgrounds property (the "Fairgrounds") located at the intersection of I-80 and Hwy 37 in Vallejo, California. The resolution cited the desire to support the continuation of the annual Fair in its present location, as well as explore the better utilization of the Fairgrounds. As a result of the resolution, an ad hoc committee – comprised of two Solano County Supervisors, and representatives from Solano County Fair Association (SCFA), City of Vallejo (the "City"), Marine World and the Holiday Inn – was selected to formulate the common vision.

In March 2002, the ad hoc committee, with the concurrence of the SCFA Board of Directors and the Board, established preferred site redevelopment concepts. These included: an indoor arena or outdoor entertainment facility, an equestrian facility, exhibit facilities, a conference hotel complex, off-track wagering facility, recreational vehicle park, multi-use livestock facility, and specialty entertainment/destination retail facilities. The SCFA Board of Directors, along with the Board, directed the creation of a master planning document for the redevelopment of the Fairgrounds.

On March 10, 2003, after three years of research and input from the community and independent consultants, the SCFA issued a Request for Qualifications ("RFQ") to seek a qualified Master Developer to help revitalize the Fairgrounds. In September 2003, after a thorough review of responses to the RFQ, the Mills Corporation ("Mills") was selected as Master Developer.

In January 2004, Solano County entered into a Memorandum Of Intent (MOI) with Mills. Mills was required to complete due diligence for the property, including mapping, habitat surveys, a preliminary traffic study, utility investigations, soil reports, and title and survey research.

From 2004 to 2006, Mills conducted due diligence that identified site constraints including, traffic and transportation, biological, infrastructure and other planning issues. Mills also conducted economic impact studies that estimated the potential redevelopment could bring as many as 2,500 permanent jobs, 3,500 temporary construction jobs and a gross annual economic impact of \$525 million.

In June 2006, despite the tremendous efforts of the County, the City and the SCFA, and after several extensions had been granted, the agreement with Mills terminated. While many factors contributed to the termination of the agreement with Mills, the following lessons were learned from that process:

- The fact that Mills did not have a local presence was detrimental to the process;
- Mills' interests were not aligned with the interests of the County;
- The arrangement had an inherent conflict in that Mills was acting as both the land planner and future user, and
- The land use concepts presented by Mills were driven by the company's established retail model and not the highest and best use of the site.

Recent Activities

In February 2007, Brooks Street, a Vallejo-based master development company, approached the County with a proposal to restart the planning process for the Fairgrounds. Brooks Street will use

its development expertise and local knowledge to assist the County in the visioning process of the Fairgrounds.

On August 7, 2007, Board of Supervisors Chair Michael Reagan noted that the Solano County Fairgrounds property was a valuable asset to Solano County with redevelopment of the Fairgrounds having countywide economic impacts. Chair Reagan charged the existing Land Use and Transportation Ad Hoc Committee the task of reviewing the qualifications of consultant Brooks Street and make recommendations on these matters to the Board.

The Ad Hoc Committee has since reviewed Brooks Street's qualifications and found the company to be well-qualified to assist the County with its redevelopment efforts. The Ad Hoc Committee recommends that the County engage Brooks Street to conduct a community visioning process that includes representatives of the key stakeholders, specifically the Solano County Fair Association, the City of Vallejo, Six Flags Discovery Kingdom and other community groups.

During this period, representatives of the County met with representatives of the City of Vallejo on several occasions regarding the potential to restart the planning process for the redevelopment of the Fairgrounds. The City, County and SCFA entered into a Memorandum of Understanding in anticipation of the MOI with Mills. That MOU will need to be amended to address this proposed visioning process.

In general, the agreement contemplates a visioning process to last no longer than nine (9) months. The proposed Project Budget will include Brooks Street's compensation, County staff time and the hiring of other necessary third party consultants.

ALTERNATIVES:

1. The Board could choose not to enter into an Agreement to conduct a visioning process for the Fairgrounds Property. However, this is not recommended since County staff does not have the expertise to perform such services while Brooks Street has significant experience in complex redevelopment projects such as the Fairgrounds.
2. The Board could forego the visioning process direct staff to prepare a Request for Proposal for the selection of a developer for the Fairgrounds. This is also not recommended due to the out-dated vision for the Fairgrounds.

OTHER AGENCY INVOLVEMENT:

The Board's Land Use and Transportation Ad Hoc Subcommittee has provided direction throughout the negotiations. County Counsel has assisted with the negotiations and has approved the Agreement as to form. Initial discussions with the City of Vallejo regarding a visioning process have also occurred.

DEPARTMENT HEAD SIGNATURE:



Michael D. Johnson
County Administrator

public's access to and use of the Fairgrounds Property, generate significant revenues for the County and enhance the Fair operations. The Vision Process shall be referred to as the **Project**.

F. The Parties contemplate that the City and its Redevelopment Agency will participate in the planning and other aspects of the Project.

G. This Agreement merely sets forth the relationship between the Parties, their respective roles and duties and the procedural framework pursuant to which the Parties intend to plan and implement the visioning process. Accordingly, the County has determined that this Agreement does not constitute a project as defined under the California Environmental Quality Act ("**CEQA**").

The Parties agree as follows:

AGREEMENT

1. Term of Agreement

The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall expire nine (9) months after the Effective Date (unless extended by mutual agreement of the Parties or earlier terminated in accordance with this Agreement).

2. Development of the Project's Vision

The Parties agree that the success of the Project is predicated on the development of a shared community vision which will form the basis for all major Project decisions. Accordingly, the County and Consultant, with the assistance of a third-party land planner/architect, will conduct a vision process during the Vision Process Period which will include a strategic analysis of the major issues impacting the Project focusing on the regional, social and economic elements of the Project. The Vision Process Period is estimated to be completed within nine (9) months from the Effective Date.

3. Consultant Obligations.

3.1 In consultation and coordination with the County, Consultant shall conduct a broad-based community planning process with public outreach to, among others, Solano County Fair Board, neighbors, community groups, Six Flags Discovery Kingdom, the City and other key stakeholders.

3.2 In consultation and coordination with the County, Consultant shall identify and select a consultant team for the Project if necessary for the Vision Process. At its election, County may participate in the interview and selection process.

4. County Obligations

4.1 The County shall work collaboratively with Consultant with respect to all aspects of the planning and implementation of the Project and delegate the necessary County resources to assist in the Project.

4.2 The County Board of Supervisors shall designate an ad hoc Board Committee (the "**ad hoc Fairgrounds Committee**") to assist and provide input, as necessary, to the County and Consultant during the planning process.

4.3 Promptly following execution and delivery of this Agreement, County and Consultant shall develop a procedure for Consultant to submit invoices for third-party consultant costs to the County for payment.

5. Project Management Fee

Consultant shall be entitled to a project management fee that will be paid monthly (the "**Project Management Fee**"). The Project Management Fee shall be payable in arrears not later than the tenth day of each month in the amount of \$40,000.00 commencing as of the Effective Date and prorated for the first month.

6. Entitlement of the Project

It may be in the County's best interest to engage the services of Consultant to assist entitlement services for all portions of the Fairgrounds Property at the conclusion of the Vision Process. If requested by the County and mutually agreed to by the Parties, Consultant will provide assistance in the entitlement of the Fairgrounds Property pursuant to a mutually agreed scope of services provided for in a separate agreement.

7. Due Diligence.

7.1 The County shall deliver to Consultant copies of all material documents in its possession or control relating to the ownership, condition, development and operation of the Fairgrounds Property.

7.2 Consultant and its designees shall have the right to enter upon all portions of the Fairgrounds Property at all reasonable times during the Entitlement Period for the purpose of conducting necessary tests, studies, inspections, investigations and any other purposes reasonably related to the development of the Fairgrounds Property. All costs paid to third party-consultants for such activities shall be Project Costs, except that payments to Affiliates of Consultant shall not be Project Costs unless approved in writing in advance by the County. Any tests or investigations that (i) involve sampling or moving soil, (ii) involve sampling or altering structures, or (iii) are otherwise invasive in nature, shall be subject to the County's prior written approval. Such entry, tests and investigations shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Consultant shall notify the County in writing at least forty-eight (48) hours prior to each such test or investigation.

7.3 Following each entry by Consultant on the Fairgrounds Property, Consultant shall restore the Fairgrounds Property to its condition prior to any such tests or investigations. Until restoration is complete, Consultant will take all steps necessary to ensure that any conditions on the Fairgrounds Property created by Consultant's testing will not interfere with the normal operation of the Fairgrounds Property or create any dangerous, unhealthy, unsightly or noisy conditions on the Fairgrounds Property. The foregoing covenant shall survive any termination of this Agreement.

7.4 In connection with any and all entries by Consultant or its employees, agents, consultants, and contractors on the Fairgrounds Property, Consultant shall keep the Fairgrounds Property free of all liens by mechanics, materialmen, laborers, architects, engineers, and any other persons or firms engaged by Consultant to perform any work in connection with the Fairgrounds Property.

7.5 Consultant shall indemnify and hold the County harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) arising out of or relating to any entry on the Fairgrounds Property by Consultant, its agents, employees, consultants or contractors in the course of performing the inspections, tests or inquiries provided for in this Section 14, or to any conditions on the Fairgrounds Property created by Consultant's entry or testing. The foregoing indemnity shall survive beyond the termination of this Agreement.

7.6 Consultant shall provide the County with copies of any reports, maps, analyses, studies and other documents developed or produced during Consultant's inspection of the Fairgrounds Property.

8. Ownership of Documents

County shall be the owner of and shall be entitled to possession of all documents, reports, computations, plans, correspondence or other pertinent data and information gathered by or computed by Consultant.

9. Default/Remedies; Termination with Cause

9.1 In the event of an alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured and a reasonable period of time in which to cure, that shall in no event be less than thirty (30) days, or if such default cannot reasonably be cured within thirty (30) days, a period of time that is sufficient to allow for such cure. During any such period, the Party charged shall not be considered in default for purposes of termination.

9.2 After notice and expiration of the cure period, if the alleged default has not been cured in the manner set forth in the notice or in another reasonably satisfactory manner, the nondefaulting Party may at its option:

- (i) institute legal proceedings to obtain appropriate judicial relief, including but not limited to mandamus, specific performance, injunctive relief, or
- (ii) terminate this Agreement; or
- (iii) pursue any other remedy available at law or in equity.

10. Insurance

10.1 Consultant

Consultant will maintain, throughout the Term of this Agreement, commercial general liability insurance written on an occurrence basis for all activities of Consultant (and its subcontractors) arising out of or in connection with this Agreement, written on a Commercial General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, contractual liability and personal injury, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million (\$2,000,000) in the aggregate. Consultant's insurance will be considered primary for all claims arising out of acts of Consultant. Consultant will provide evidence of such coverage to County and will name County as an additional insured. In addition, Consultant shall maintain through the Completion Date Workers' Compensation Insurance, Automobile Liability and Employer's Liability Insurance for all of its employees employed on the Project in the following amounts:

- i. Workers' Compensation Insurance shall be in compliance with the laws of the State of California and any applicable federal statutes.
- ii. Owned/non-owned and hired automobile liability insurance with primary limits for bodily injury and property damage liability of not less than one million dollars (\$1,000,000) per accident.
- iii. Employers liability insurance in an amount not less than one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each employee.

10.2 Solano County

County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation in the CSAC-EIA. The County's insurance will be considered primary for all claims arising out of acts of County. County will provide evidence of such coverage to Consultant and will name Consultant as an additional insured.

11. General Provisions

11.1 Governing Law. The construction and interpretation of this Agreement and the rights and duties of the Parties hereunder shall be governed by the laws of the State of California with venue residing in Solano County.

11.2 Waivers. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by the party granting the waiver, and only to the extent expressly provided in such written waiver. Neither Party waives any statutory rights or remedies available to it under applicable laws.

11.3 Severability. The invalidity in whole or in part of any provision of the Agreement shall not void or affect the validity of any other provision.

11.4 Amendment. The terms and conditions of the Agreement may be revised or modified at any time, but any modifications to this Agreement shall be effective only when agreed to in writing by the Parties.

11.5 Interpretation. The rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

11.6 Notices. All notices, requests, demands and other communications given or required to be given under this Agreement shall be in writing and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery, duly addressed to the Parties as follows:

If to County: County Administrator
County of Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533
Telephone No.: (707) 784-6100

With a copy to: County Counsel
County of Solano
675 Texas Street, Suite 6600
Fairfield, CA 94533
Telephone No.: (707) 784-6140

If to Consultant: Mr. Scott Goldie
Brooks Street
900 Walnut Avenue, Quarters D
Mare Island
Vallejo, CA 94592
Telephone No.: (707) 558-0222

With a copy to:

Bruce Tester
228 Monarch Bay Drive
Dana Point, CA 92629
Telephone No.: (949) 422-5861

or any other address as either Party may have furnished to the other in writing pursuant to the requirements of this Section 21.6 as a place for service of notice. Any notice so delivered shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt.

11.7 Binding Upon Successors. 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; provided, however, that there shall be no transfer of any interest by any of the Parties except pursuant to the terms of this Agreement.

11.8 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.

11.9 Exhibits. Each of the exhibits referenced in this Agreement is attached hereto and incorporated herein.

11.10 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter described in it, and supersedes all prior communications, agreements and promises, either oral or written.

11.11 Counterparts and Facsimile Signature. The Parties agree that this Agreement may be executed in counterparts, and further that a facsimile signature shall be valid and binding as an original signature.

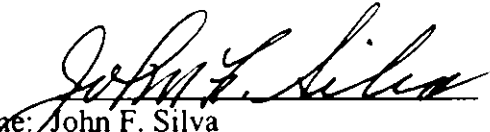
11.12 Authority. Each of the persons signing this Agreement on behalf of a party hereto represents that he or she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

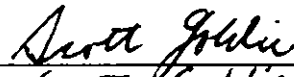
[Remainder of page intentionally left blank]

The Parties have executed this Agreement as of the date first above written.

**COUNTY OF SOLANO, a political
subdivision of the State of California**

**LUCAS, AUSTIN & ALEXANDER, a
California limited liability company, dba
Brooks Street**

By: 
Name: John F. Silva
Title: Chair, Solano County Board of
Supervisors

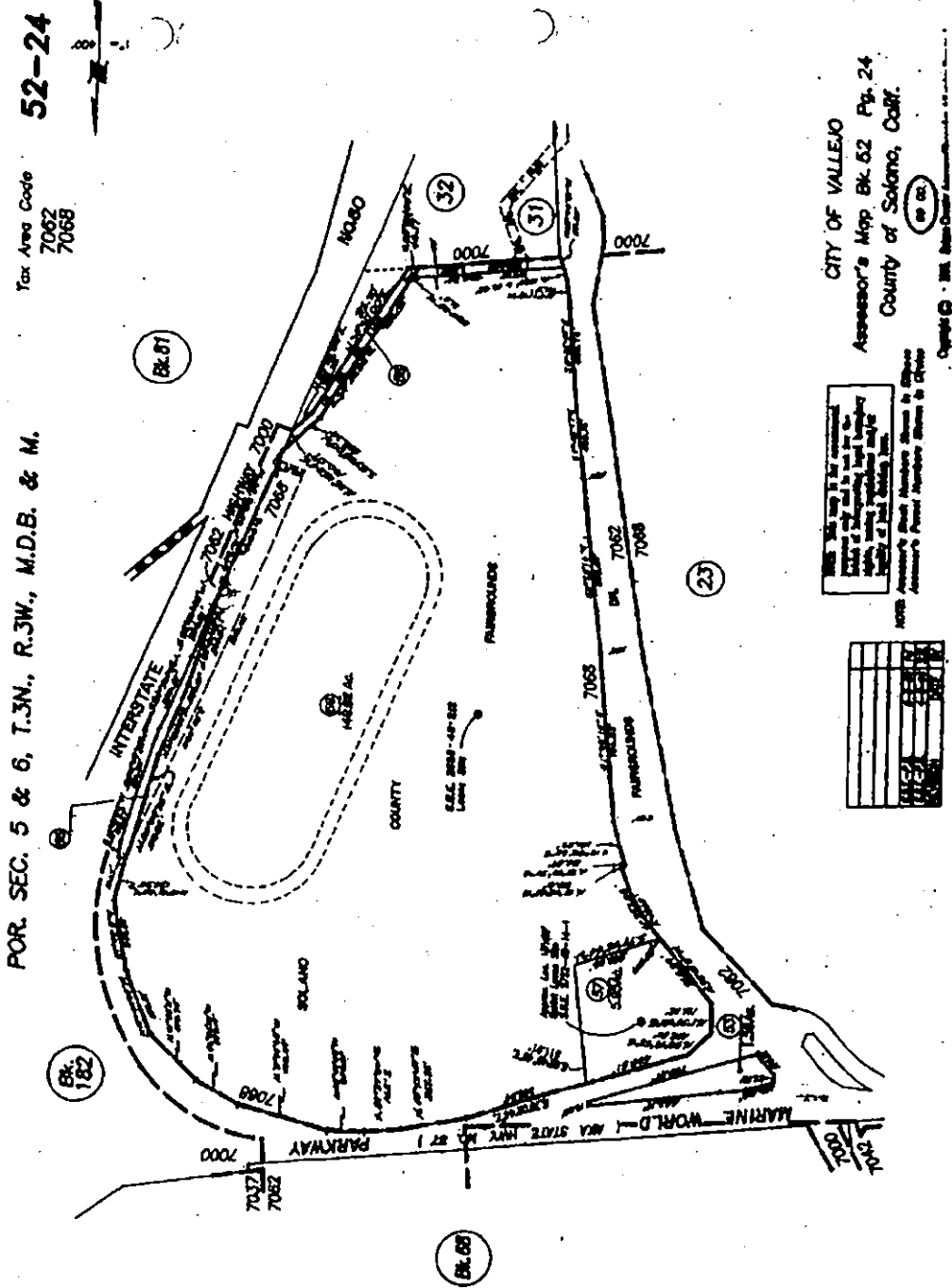
By: 
Name: SCOTT Goldie
Title: Member

APPROVED AS TO FORM:


County Counsel

EXHIBIT A

MAP OF FAIRGROUNDS



52-24

Tax Area Code
7062
7068

POR. SEC. 5 & 6, T.3N., R.3W., M.D.B. & M.

CITY OF VALLEJO
Assessor's Map Bk. 52 Pg. 24
County of Solano, Calif.

THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON. THE ASSessor'S OFFICE SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS HEREON.

Block	Area	Code
Blk. 01	7062	7068
Blk. 182	7062	7068
Blk. 08	7062	7068
Blk. 23	7062	7068
Blk. 31	7062	7068
Blk. 32	7062	7068

EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION OF FAIRGROUNDS PROPERTY

[ATTACHED]

DESCRIPTION

PARCEL NO. 1

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VALLEJO WATER COMPANY TO THE STATE OF CALIFORNIA BY DEED DATED DECEMBER 23, 1943, AND RECORDED MARCH 10, 1944, IN BOOK 315, OFFICIAL RECORDS, PAGE 164, INSTRUMENT NO. 1956, TO BE USED AS RIGHT OF WAY OF STATE HIGHWAY X-SOL-208-B, DISTANT THEREON 1400.0 FEET AND BEARING SOUTH 89° 34' EAST FROM A 6" X 6" CONCRETE MONUMENT BEARING SOUTH 0° 26' WEST, 50 FEET DISTANT FROM ENGINEER'S'S STATION 160-25.24 OF CENTER LINE SURVEY OF SAID HIGHWAY; SAID POINT OF BEGINNING MARKED BY AN IRON PIPE OF 1" INTERNAL DIAMETER DRIVEN VERTICALLY IN THE EARTH FLUSH WITH THE SURFACE THEREOF WITH ITS TOP FITTED WITH A BRASS DISK BEARING THEREON THE INSCRIPTION T.D.E., R.E. 2238, AND RUNNING THENCE, ALONG SAID LINE OF STATE HIGHWAY RIGHT OF WAY SOUTH 89° 34' EAST, 547.02 FEET TO A 6" X 6" CONCRETE MONUMENT; THENCE NORTH 88° 17' 30" EAST 450.11 FEET TO A 6" X 6" CONCRETE MONUMENT; THENCE, NORTH 87° 53' EAST 450.44 FEET TO A 6" X 6" CONCRETE MONUMENT; THENCE, S 89° 34' EAST, 1368.47 TO A 6" X 6" CONCRETE MONUMENT; THENCE ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST PROCEEDING COURSE, WITH A RADIUS OF 710 FEET THROUGH AN ANGLE OF 35° 47' 27" A DISTANCE OF 442.89 FEET TO A 6" X 6" CONCRETE MONUMENT; THENCE, SOUTH 33° 22' 30" EAST, 436.20 FEET TO A 6" X 6" CONCRETE MONUMENT; THENCE, SOUTH 5° 38' EAST 616.23 FEET TO A 6" X 6" CONCRETE MONUMENT; THENCE, SOUTH 8° 43' WEST 144.56 FEET TO AN IRON PIPE; THENCE, LEAVING THE BOUNDARY LINE OF SAID STATE HIGHWAY NORTH 89° 26' WEST, 1330.4 FEET ALONG A FENCE TO AN IRON PIPE MONUMENT IN ANGLE OF FENCE; THENCE, CONTINUING ALONG FENCE, SOUTH 6° 13' EAST 1987.4 FEET TO AN IRON PIPE MONUMENT IN THE NORTHERN LINE OF COUNTY ROAD NO. 458; THENCE, ALONG THE NORTH LINE OF SAID ROAD, SOUTH 36° 29' WEST 737 FEET TO AN IRON PIPE; THENCE, LEAVING SAID LINE OF COUNTY ROAD NORTH 30° 59' 40" WEST, 956.94 FEET; THENCE NORTH 2° 07' 20" WEST 525.40 FEET; THENCE, NORTH 26° 45' 00" EAST 900 FEET; THENCE, NORTH 17° 28' 45" WEST, 1043.42 FEET; THENCE, SOUTH 79° 12' 30" WEST, 652.99 FEET; THENCE, SOUTH 49° 12' 30" WEST, 1285.34 FEET; AND THENCE NORTH 1° 42' 30" EAST, 1652.02 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED IN THE FOLLOWING DEEDS:

COUNTY OF SOLANO TO STATE OF CALIFORNIA, RECORDED AUGUST 5, 1958, IN BOOK 936, OFFICIAL RECORDS, PAGE 229, INSTRUMENT NO. 12470, SOLANO COUNTY RECORDS.

COUNTY OF SOLANO TO STATE OF CALIFORNIA, RECORDED AUGUST 11, 1958, IN BOOK 936, OFFICIAL RECORDS, PAGE 581, INSTRUMENT NO. 12739, SOLANO COUNTY RECORDS.

COUNTY OF SOLANO TO STATE OF CALIFORNIA, RECORDED FEBRUARY 23, 1961, IN BOOK 1067, OFFICIAL RECORDS, PAGE 69, INSTRUMENT NO. 3714, SOLANO COUNTY RECORDS.

COUNTY OF SOLANO TO STATE OF CALIFORNIA, RECORDED AUGUST 17, 1961, IN BOOK 1094, OFFICIAL RECORDS, PAGE 614, INSTRUMENT NO. 17918, SOLANO COUNTY RECORDS.

COUNTY OF SOLANO TO STATE OF CALIFORNIA, RECORDED APRIL 1, 1971, IN BOOK 1677, OFFICIAL RECORDS PAGE 113, INSTRUMENT NO. 6293, SOLANO COUNTY RECORDS.

CITY OF VALLEJO TO COUNTY OF SOLANO, RECORDED JANUARY 10, 1973, IN BOOK 1800, OFFICIAL RECORDS PAGE 295, INSTRUMENT NO. 692.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF PARCEL 1 ABOVE, CONTAINED WITHIN

DESCRIPTION

THAT CERTAIN MEMORANDUM OF LEASE, RECORDED OCTOBER 29, 1987, BOOK 1987, PAGE 148320, SERIES NO. 73194, SOLANO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 52-240-560 (PTN)

PARCEL NO. 2:

A PORTION OF THAT CERTAIN 400.82 ACRE PARCEL OF LAND AS DESCRIBED IN DEED TO THE CITY OF VALLEJO, A MUNICIPAL CORPORATION, DATED JANUARY 5, 1946, AND RECORDED IN BOOK 337 OF OFFICIAL RECORDS, PAGE 337, SOLANO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID 400.82 ACRE PARCEL OF LAND WITH THE WESTERLY LINE OF THE COUNTY ROAD NO. 140; THENCE, ALONG SAID SOUTHERLY LINE N. 89° 35' W., 157.37 FEET; THENCE N. 13° 44' 27" W., 57.09 FEET TO THE INTERSECTION WITH A CURVE WHOSE TANGENT BEARS N. 1° 56' 09" W.; THENCE, CONTINUING NORTHERLY ALONG SAID CURVE CONCAVE TO THE WEST, HAVE A RADIUS OF 1030 FEET, THROUGH AN ANGLE OF 2° 15' 06" A DISTANCE OF 40.48 FEET; THENCE, N. 4° 11' 15" W., 111.71 FEET; THENCE, N. 0° 36' 45" W., 400.78 FEET; THENCE N. 2° 45' 17" W., 400.12 FEET; THENCE N 3° 28' 16" W., 800.07 FEET; THENCE N. 1° 38' 14" W., 786.53 FEET; THENCE N. 12° 02' 23" W., 181.55 FEET; THENCE N. 21° 22' 32" W., 164.40 FEET; THENCE N. 41° 56' 29" W., 276.31 FEET TO A POINT IN THE SOUTHERLY LINE OF THAT CERTAIN 124.12 ACRE PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF SOLANO DATED 16 JANUARY 1947, AND RECORDED IN BOOK 387 OF OFFICIAL RECORDS, PAGE 108, SOLANO COUNTY RECORDS; THENCE ALONG LAST SAID SOUTHERLY LINE N. 79° 12' 30" E., 646.00 FEET; THENCE S. 17° 28' 45" E., 1033.42 FEET; THENCE S. 26° 45' 00" W., 900.00 FEET; THENCE S. 2° 07' 20" E., 525.40 FEET; THENCE S. 30° 59' 40" E., 956.94 FEET TO AN IRON PIPE LOCATED ON THE NORTHERLY LINE OF COUNTY ROAD NO. 458; THENCE S. 60° 25' W., 51.00 FEET; THENCE WEST 495.35 FEET; THENCE SOUTH 40.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: ALL THAT PORTION THEREOF DESCRIBED IN THE DEED FROM THE COUNTY OF SOLANO, TO THE STATE OF CALIFORNIA RECORDED APRIL 26, 1973, BOOK 1822 PAGE 138, INSTRUMENT NO.. 9987, SOLANO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 52-240-560 (PTN)

PARCEL NO. 3:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF STATE HIGHWAY X-SOL-7-G WITH THE NORTHWESTERLY LINE OF COUNTY ROAD NO. 458; RUNNING THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 53° 28' WEST, ALONG THE NORTHWESTERLY LINE OF SAID ROAD NO. 458, 274.53 FEET; THENCE SOUTH 34° 53' WEST AND CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID COUNTY ROAD 17.92 FEET TO A SET HUB; THENCE NORTH 6° 11' 40" WEST 1981.86 FEET TO AN FENCE POST; THENCE SOUTH 89° 30' EAST 1343.77 FEET TO A HUB SET ON THE NORTHWESTERLY LINE OF STATE HIGHWAY X-SOL-7-G; THENCE SOUTH 26° 45' WEST ALONG THE NORTHWESTERLY LINE OF SAID STATE HIGHWAY, 1993.50 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWESTERN LINE OF STATE HIGHWAY X-SOL-7-G AND THE NORTHERLY LINE OF COUNTY ROAD NO. 458, THENCE LEAVING SAID STATE HIGHWAY NORTH 63° 15' WEST A DISTANCE OF 150 FEET TO A STAKE; THENCE NORTH 26° 45' EAST A DISTANCE OF 1919.63 FEET TO THE NORTHERLY LINE OF HARRY HANDLERY PROPERTY CONVEYED TO HARRY

DESCRIPTION

HANDLERY AND ROSE HANDLERY, HIS WIFE, BY DEED DATED APRIL 29, 1942 RECORDED ON MAY 7, 1942, IN BOOK 25 OFFICIAL RECORDS, PAGE 503 IN THE RECORDER'S OFFICE OF SOLANO COUNTY; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 30' EAST A DISTANCE OF 167.25 FEET TO THE NORTHWESTERLY LINE OF SAID HIGHWAY X-SOL-7-G AS THE SAME EXISTED IN MAY OF 1942; THENCE SOUTH 26° 45' WEST ALONG THE NORTHWESTERLY LINE OF SAID STATE HIGHWAY 1993.60 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 52-240-56 (PTN)

PARCEL NO. 4:

A PORTION OF THAT CERTAIN 6.517-ACRE PARCEL OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 24, 1955, IN VOLUME 775 OFFICIAL RECORDS, PAGE 453, SOLANO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID 6.517-ACRE PARCEL; THENCE (1) ALONG THE NORTHERLY LINE OF SAID PARCEL, S. 89° 20' E., 10.78 FEET; THENCE (2) S. 15° 31' 32" W., 95.57 FEET; THENCE (3) S. 20° 09' 28" W., 521.32 FEET; THENCE (4) S. 24° 26' 51" W., 376.87 FEET; THENCE (5) S. 22° 46' 48" W., 532.36 FEET; THENCE (6) S. 26° 52' 24" W., 413.46 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE (7) ALONG SAID SOUTHWESTERLY LINE N. 63° 09' W., 142.61 FEET, TO THE MOST WESTERLY CORNER OF SAID PARCEL; THENCE (8) ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, N. 26° 51' E., 1,927.73 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: ALL THAT PORTION THEREOF DESCRIBED IN THE DEED FROM THE COUNTY OF SOLANO TO THE STATE OF CALIFORNIA, RECORDED APRIL 1, 1971, BOOK 1677, PAGE 113, INSTRUMENT NO. 6293, SOLANO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 52-240-550 AND 52-240-560 (PTN)

PARCEL NO. 5:

ALL OF THAT REAL PROPERTY SITUATE IN VALLEJO, SOLANO COUNTY, CALIFORNIA, BEING A PORTION OF THAT CERTAIN 124.12 ACRE PARCEL OF LAND CONVEYED TO THE COUNTY OF SOLANO IN BOOK 387 OFFICIAL RECORDS, PAGE 108 RECORDED JANUARY 16, 1947, INSTRUMENT NO. 749, BEING THE SOLANO COUNTY FAIRGROUNDS, BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID SOLANO COUNTY FAIRGROUNDS PARCEL AS IT EXISTED IN SEPTEMBER, 1983, BEING THE SOUTHERLY TERMINUS OF A COURSE DESCRIBED AS SOUTH 1 DEGREE 34' 03" WEST, 111.02 FEET AND BEING AT THE SOUTHEASTERLY INTERSECTION OF SAGE STREET AND FAIRGROUNDS DRIVE; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID SOLANO COUNTY FAIRGROUNDS PARCEL BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAGE STREET BY THE FOLLOWING COURSES AND DISTANCES: NORTH 1 DEGREE 34' 03" EAST, 111.02 FEET, NORTH 54 DEGREES 19' 22" EAST, 137.80 FEET AND NORTH 79 DEGREES 02' 44" EAST, 460.81 FEET, MORE OR LESS TO A POINT ON THE EASTERLY BOUNDARY OF THAT CERTAIN SANITARY SEWER EASEMENT 15 FEET IN WIDTH CONVEYED TO THE VALLEJO SANITATION AND FLOOD CONTROL DISTRICT BY DEED RECORDED IN BOOK 1789 PAGE 696 OFFICIAL RECORDS OF SOLANO COUNTY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SANITARY SEWER EASEMENT SOUTH 2 DEGREES 45' 46" EAST 511.91 FEET; THENCE S 79 DEGREES 02' 44" WEST, 390.36 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID FAIRGROUNDS DRIVE BEING THE WESTERLY BOUNDARY OF SAID SOLANO COUNTY FAIRGROUNDS PARCEL; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID FAIRGROUNDS DRIVE NORTHWESTERLY 12.55 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST FROM A POINT WHOSE RADIAL

Page 4

DESCRIPTION

Order No. 1046238

BEARS SOUTH 56 DEGREES 24' 31" WEST THROUGH A CENTRAL ANGLE OF 0 DEGREES 40' 42", AND TANGENT TO THE PRECEDING CURVE NORTH 34 DEGREES 16' 11" WEST, 358.39 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER 52-240-57