

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into on this 31 day of January, 2019 (the "Effective Date") by and between plaintiff Albert D. Seeno Construction Co., a California limited partnership ("ADSCO"), on the one hand; and defendant Grizzly Bay, LLC, a California limited liability company ("Grizzly Bay"), on the other hand (collectively, "the Parties").

Recitals

WHEREAS, ADSCO and Grizzly Bay are parties to a civil lawsuit, *Albert D. Seeno Construction Co. v. Grizzly Bay, LLC, et al.*, Case No. FCS050003 in Solano County (California) Superior Court (the "Action"), in which ADSCO's operative Complaint asserts causes of action against Grizzly Bay for (1) breach of implied in fact contract, (2) unjust enrichment, (3) open book account, and (4) account stated, seeking reimbursement for recovery of pro rata operation, maintenance and repair costs of the West Pump from landowners within California Reclamation District 2034.

WHEREAS, through this Agreement, with the exception of reservations and exclusions expressly contained herein, the Parties desire to resolve, settle, and release, all claims and causes of action as between ADSCO, on the one hand, and Grizzly Bay, on the other hand.

THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, ADSCO and Grizzly Bay agree as set forth below.

Settlement Terms and Conditions

1. Settlement Payment. Grizzly Bay shall pay ADSCO the total sum of Twenty-Five thousand dollars (\$25,000.00) (the "Settlement Sum"), to be paid within thirty (30) calendar days of the Effective Date of this Agreement. Said payment will be made by certified check or money order payable to "Sellar Hazard & Lucia Client Trust Account" and delivered to Christian P. Lucia, 201 North Civic Drive, Suite 145, Walnut Creek, CA 945962.

2. Grizzly Bay Installation of its Own Pump. Grizzly Bay shall no later than October 1, 2019, at its sole cost and expense, install its own pump facility and related improvements on its property (including obtaining all permits and approvals and obtaining all utility services required for installation and operation of the pump facility and related improvements) to reasonably provide for the independent collection and discharge of surface waters that accumulate or flow on its property to thus prohibit the drainage and discharge through the West Pump. Provided Grizzly Bay has purchased a pump facility and required operating components, has submitted applications and is diligently pursuing obtaining all required governmental and quasi-governmental approvals and permits, including all Pacific Gas & Electric Co. ("PG&E") permits to obtain electrical service to the pump facility, but has not received all such required approvals and permits or PG&E power by October 1, 2019, then ADSCO and Grizzly Bay agree to negotiate, in good faith, an extension of

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time by which Grizzly Bay must complete installation of the pump facility and related improvements. As a condition to such good faith extension, Grizzly Bay shall provide to ADSCO full and complete copies of receipts evidencing its purchase of the pump facility and related components and full and complete copies of all applications submitted to obtain required governmental and quasi-governmental approvals and permits and the application submitted to PG&E to have power installed to operate the pump facility and copies of all responses to said applications received from governmental and quasi-governmental agencies and PG&E.

Grizzly Bay agrees such independent pump facility and related improvements shall reasonably prohibit the flow of surface waters from its property onto any portion of any of the properties owned by one or more of the Seeno Property Owners. Grizzly Bay further agrees that the intention of such pump facility and related improvements is to provide for independent drainage and discharge of any water brought onto its property by way of the levee breach and flushing and inundation events anticipated by the creation, development and long-term maintenance of the Suisun Creek Mitigation Preserve project and any future projects created or developed on the Grizzly Bay property. Grizzly Bay shall, at its sole cost and expense, thereafter continuously operate, maintain and repair its separate pump facility and related improvements and perform such other acts as may be necessary to prohibit flooding, drainage, conveyance or discharge of any surface waters from its properties on or to any portion of any of the real properties owned by one or more of the Seeno Property Owners. ADSCO, on behalf of the Seeno Property Owners, shall reasonably prohibit the discharge of surface waters that accumulate or flow onto or through the Seeno Property Owners' properties from entering the Grizzly Bay property.

The parties shall not be liable for any breaches or failures substantially caused by (i) Acts of God, including for example and without limitation, famine, natural disasters, drought, acts of terrorism or war, moratoria, or rationing, onto any portion of their respective properties.. "Acts of God" shall not include king tides or governmentally sponsored, sanctioned or required flooding. Notwithstanding the foregoing, the occurrence of an Act of God as defined herein shall not relieve the parties from their obligations to promptly, with due diligence and its cost and expense, cause the removal of all excess water from and repair all levee breaks or other damages that result from an Act of God. Should any party determine that the other party is in default of any of the requirements of this paragraph, then that party shall provide written notice to the other party of the default and to provide an opportunity to cure the default within ten (10) days, or if the cure reasonably requires more than ten (10) days to complete, that amount of time necessary to reasonably cure the default. Should the defaulting party fail to begin to cure within ten (10) days, or should it fail to continue diligently to complete the cure within a reasonable time under the circumstances, then the noticing party shall be permitted to commence enforcement proceedings under paragraph 17 below.

Grizzly Bay disclaims any and all interest, ownership rights and entitlement to use of the West Pump.

3. Detachment of Properties from RD 2034. Grizzly Bay is aware that the Seeno Property Owners have applied to the Solano County Local Agency Formation Commission ("LAFCO") to have the real properties owned by such entities within RD 2034 detached from RD 2034. Grizzly Bay agrees it will not oppose such detachment efforts or applications. Grizzly Bay further agrees that if such detachment is approved by LAFCO, then Grizzly Bay shall not be

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obligated to share in any detached properties' costs or expenses associated with the repair, maintenance or operation of the West Pump.

4. Dismissal of Complaint with Prejudice. Within five (5) court days of full payment of the Settlement Sum, ADSCO shall dismiss its entire complaint with prejudice.

5. Mutual Release of Claims. In exchange for the covenants and promises set forth in this Agreement, which ADSCO agrees are adequate consideration, ADSCO, on his own behalf and that of his respective agents, representatives, employees, principals, officers, directors, spouses, shareholders, heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, insurers, sureties, attorneys, partners, partnerships, parents, subsidiaries, affiliated and related entities, including without limitation the Seeno Property Owners, fully and forever releases Grizzly Bay as well as its respective agents, representatives, employees, principals, officers, directors, shareholders, heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, insurers, sureties, attorneys, partners, partnerships, parents, subsidiaries, affiliated and related entities, from any and all claims, demands, and causes of action associated with the Action, known or unknown; and ADSCO agrees not to sue and/or make any demands concerning, any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Plaintiff may possess arising from any omissions, acts or facts arising out of, or related to, the facts and circumstances described in, or related to, the Action or any pleading therein.

In exchange for the covenants and promises set forth in this Agreement, which Grizzly Bay agrees are adequate consideration, Grizzly Bay, on its or his own behalf and that of its respective agents, representatives, employees, principals, officers, directors, shareholders, heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, insurers, sureties, attorneys, partners, partnerships, parents, subsidiaries, affiliated and related entities, fully and forever release ADSCO, as well as its agents, representatives, employees, principals, officers, directors, shareholders, heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, insurers, spouses, sureties, attorneys, partners, partnerships, parents, subsidiaries, affiliated and related entities, including without limitation the Seeno Property Owners, from any and all claims, known or unknown, and Grizzly Bay agrees not to sue concerning, any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Grizzly Bay may possess arising from any omissions, acts or facts arising out of or related to the facts and circumstances described in or related to the Action or any pleading therein.

6. Release of Unknown Claims. ADSCO and Grizzly Bay, and each of them, represents it is not aware of, and does not suspect any claim other than the claims that are released by this Agreement. ADSCO and Grizzly Bay, and each of them, acknowledge that it or he has been advised by legal counsel and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

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.

ADSCO and Grizzly Bay, and each of them, being aware of said Code section, agree to expressly waive any rights it or he may have under California Civil Code § 1542, as well as under any other statute or common law principle of similar effect.

7. Opportunity to Consult with Legal Counsel. ADSCO and Grizzly Bay, and each of them, have had the opportunity to consult with legal counsel of their choice regarding their respective duties and obligations under this Agreement, the content of this Agreement, and the effect of executing this Agreement, prior to executing this Agreement.

8. Agreement is the Product of Negotiation. The Parties, and each of them, understand and agree that this Agreement is the product of negotiation, that none of them (or their respective counsel) is considered to be the sole author of this Agreement, and that this Agreement shall not be construed against either of the Parties (or their respective counsel) on the grounds that such person authored or prepared this Agreement pursuant to California Civil Code § 1654.

9. Non-Waiver of Default of Portions of Agreement The Parties, and each of them, understand and agree that no waiver of any breach or default by any signatory hereto shall be a waiver of any other breach or default, and any such waiver of a breach or default shall be effective only if contained in a writing signed by the waiving person.

10. Survival. The representations, warranties, covenants, and other agreements of the Parties, and each of them, contained in this Agreement shall continue in full force and effect notwithstanding any investigation by a signatory hereto or such signatory's knowledge of any breach of any representation or warranty, covenant or other agreement.

11. Signatures in Counterparts. This Agreement (as well as any amendments thereto) may be signed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be signed via facsimile or in an electronic format, such as Portable Document Format (PDF) or similar software, and transmitted via electronic mail and signatures transmitted thereby shall have the same force and effect as original signatures.

12. Enforcement of Agreement. In the event one of the Parties breaches the terms and/or conditions of this Agreement, the other party to this Agreement may move to enforce the Agreement through an ex parte application and/or motion pursuant to California Code of Civil Procedure §§ 664.6, 664.7, and other relevant authority. In the event such motion and/or ex parte application is necessary, the prevailing party on the motion and/or ex parte application shall be entitled to reasonable attorneys' fees and costs.

The Solano County Superior Court shall retain jurisdiction to enforce all matters herein and any further proceedings or new actions arising out of the Action. The Court shall likewise retain jurisdiction to compel compliance with the terms of this Agreement including the requirement of compelling parties to this Agreement to execute the Agreement in a timely manner, including their

personal appearance in court, and to abide by the terms placed on the record in this matter and the specific terms of this Agreement set forth above.

13. Warranty of Authority to Execute. ADSCO and Grizzly Bay, and each of them, represent that they have full power and authority to enter into this Agreement. The Parties, and each of them, understand and acknowledge that the Agreement has been duly executed and delivered, and is valid and legally binding in accordance with its terms. This Agreement shall be binding upon ADSCO and Grizzly Bay, and each of them, as well as their respective successors, heirs, assigns, lien claimants, personal representatives and all others including, but not limited to, individuals, partnerships, limited liability companies, and corporations connected with the subject matter of this Agreement.

14. No Representations. The Parties, and each of them, represent that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. They have not relied upon any representations or statements which are not specifically set forth in this Agreement.

15. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on ADSCO or Grizzly Bay, or either of them. They acknowledge that:

- a. They have read this Agreement;
- b. They have been represented in the preparation, negotiation and execution of this Agreement by legal counsel of their own choice; and
- c. They are fully aware of the legal and binding effect of this Agreement and sign the same of their own free will.

16. Costs. ADSCO and Grizzly Bay, and each of them, shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with the Action and this Agreement.

17. Attorneys' Fees and Costs Related to Enforcement of the Agreement. In any action to enforce the terms of this Agreement, including but not limited to a motion, arbitration, mediation, and/or lawsuit, the prevailing party, as that term is defined in California Code of Civil Procedure § 1032, shall recover the reasonable attorneys' fees, expert fees, costs, and expenses incurred in such action in accordance with California Civil Code § 1717 and common law principles.

18. Agreement Interpreted Pursuant to California Law. This Agreement, its validity, the construction of its terms and the interpretation of rights and duties of the parties hereto, shall be governed and construed under the laws of the State of California without reference to any conflicts of laws rules.

19. Use of Gender in Agreement. Whenever, in this instrument, the context requires the masculine, feminine, and neutral gender, each shall be deemed to include the other and the singular and plural are each deemed to refer to the other.

20. Terms of the Agreement are Contractual. All of the terms of this Agreement are contractual. The recitals set forth above are also intended to be agreements of ADSCO and Grizzly Bay, and each of them, and are hereby expressly incorporated into the Agreement by this reference.

21. Modification and Amendment. No modification, amendment, and/or waiver of any of the provisions contained in this Agreement shall be binding unless made in writing and signed by ADSCO and Grizzly Bay, and each of them.

22. Third-Party Beneficiaries. This Agreement is intended to expressly benefit the Seeno Property Owners insofar as they are subject to release by virtue of the express terms of this Agreement, but this Agreement is not otherwise intended to, nor shall it be construed to, create or confer any rights or benefits in any person or entity not a signatory hereto.

23. Warranty of Non-Assignment/Transfer. ADSCO and Grizzly Bay, and each of them, warrant, promise and represent that they have not heretofore assigned, transferred or hypothecated, or purported to have assigned, transferred or hypothecated, voluntarily or involuntarily by subrogation, operation of law or otherwise, any released matter or any part or portion thereof to any firm, person, entity, or corporation, other than set forth herein.

24. Severability. ADSCO and Grizzly Bay, and each of them, understand and agree that in the event any portion of this Agreement is found to be void or voidable by a court of competent jurisdiction, such portion shall be stricken and the Agreement reformed to approximate, as closely as the law permits, the intent of the stricken portion(s).

25. Entire Agreement/Integration Clause. This Agreement constitutes the entire agreement among ADSCO and Grizzly Bay, and each of them, pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions; whether oral or written, of the Parties, and each of them, and there are no representations, warranties, covenants or other agreements between the Parties, and each of them, in connection with the subject matter hereof except as set forth specifically herein.

26. Relationship of the Parties. This Agreement does not constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of ADSCO and Grizzly Bay, and each of them, shall be only those expressly set forth herein. No signatory shall have authority to bind the other except to the extent authorized herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of the Parties or either of them.

27. Taxes and Fees. ADSCO and Grizzly Bay, and each of them, are responsible for filing their own tax returns and payment of their own taxes and fees due (including, but not limited to, federal, state, county, and city), if any, resulting from the Action and execution of this Agreement.

28. No Admission of Liability. It is understood by ADSCO and Grizzly Bay that this Agreement is entered into solely for purposes of compromising disputed claims, and each of them

expressly agrees and acknowledges that the others hereto have not admitted, and by execution and performance of this Agreement, do not admit, any liability or obligation.

29. Headings. The headings at the beginning of each section and subsection of this Agreement are solely for convenience.

30. Action Pursuant to Agreement on Business Days. In the event the date on which ADSCO and/or Grizzly Bay, or either of them, is required to take any action under this Agreement is not a business day in the country or territory where the action is to be taken, action may be taken in compliance with this Agreement on the next succeeding business day.


31. Cumulative Rights and Remedies. The rights and remedies of the Parties, and each of them, under this Agreement shall not be mutually exclusive and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) of this Agreement.

32. Successors and Assigns; Memorandum of Agreement. The provisions of paragraph 2 of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns. Concurrently with the execution of this Agreement, the parties shall execute the attached Memorandum of Agreement which shall be recorded by ADSCO in the Official Records of Solano County, California.

ADSCO and Grizzly Bay, and each of them, understand and agree to the foregoing terms, conditions, and recitals, as reflected by their respective signatures herein below.

ALBERT D. SEENO CONSTRUCTION CO.,
a California limited partnership
BY: ALBERT D. SEENO CONSTRUCTION CO., INC.,
a California corporation, its Managing General
Partner

Dated: January 31, 2019



Joanne C. Pavao
Senior Vice President

GRIZZLY BAY, LLC

Dated: January __, 2019

Jeff Olberding
Managing Member

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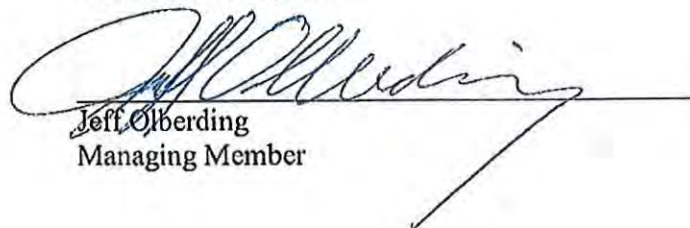
ALBERT D. SEENO CONSTRUCTION CO.,
a California limited partnership
BY: ALBERT D. SEENO CONSTRUCTION CO., INC.,
a California corporation, its Managing General
Partner

Dated: January __, 2019

Jeanne C. Pavao
Senior Vice President

GRIZZLY BAY, LLC

Dated: January 31, 2019



Jeff Olberding
Managing Member

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Albert D. Seeno Construction Co.
Attention: K. Blackard
4021 Port Chicago Highway
Concord, California 94520

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is made as of the 31st, day January, 2019, by and between Albert D. Seeno Construction Co., a California limited partnership ("ADSCO"), and Grizzly Bay, LLC, a California limited liability company ("Grizzly Bay").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. ADSCO and Grizzly Bay are parties to a certain Settlement Agreement and Mutual Release ("Agreement") which affects certain real properties located in the County of Solano, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

2. Paragraph 2 of the Agreement sets forth, among other things, the respective obligations of each of the parties to continuously drain and discharge water from their respective real properties and make repairs to their respective real properties, all as more particularly set forth in Paragraph 2 of the Agreement.

2. The sole purpose of this Memorandum is to give notice of the Agreement in the public records. This Memorandum does not provide a complete summary of the Agreement and in no way modifies the provisions of the Agreement, all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein. Capitalized terms used and not otherwise defined herein have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

ALBERT D. SEENO CONSTRUCTION CO.,
a California limited partnership
BY: ALBERT D. SEENO CONSTRUCTION
CO., INC., a California corporation,
Its Managing General Partner

By 
Jeanne C. Pavao
Senior Vice President

GRIZZLY BAY, LLC,
a California limited liability company

By _____
Jeff Olberding

(Notary Acknowledgment Attached)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Albert D. Seeno Construction Co.
Attention: K. Blackard
4021 Port Chicago Highway
Concord, California 94520

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1. ADSCO and Grizzly Bay are parties to a certain Settlement Agreement and Mutual Release ("Agreement") which affects certain real properties located in the County of Solano, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

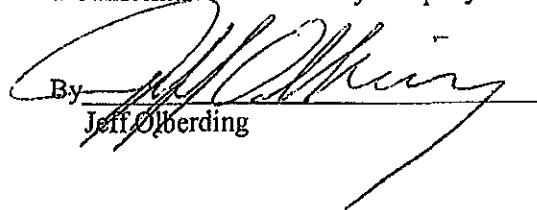
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IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

ALBERT D. SEENO CONSTRUCTION CO.,
a California limited partnership
BY: ALBERT D. SEENO CONSTRUCTION
CO., INC., a California corporation,
Its Managing General Partner

GRIZZLY BAY, LLC,
a California limited liability company

By 
Jeff Olberding

By _____
Jeanne C. Pavao
Senior Vice President

(Notary Acknowledgment Attached)

STATE OF CALIFORNIA)
)ss.
COUNTY OF CONTRA COSTA)

On _____, 20____, before me, _____,
a Notary Public, personally appeared Jeanne C. Pavao, who proved to me on the basis of satisfactory
evidence to be the person whose name is/subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her signature on the instrument the person, or
the entity upon behalf of which the person 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

STATE OF CALIFORNIA)
)ss.
COUNTY OF Sacramento)

On January 31, 2019, before me, P M Palmer,
a Notary Public, personally appeared Jeff Olberding, who proved to me on the basis of satisfactory evidence
to be the person whose name is/subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

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.

[Handwritten Signature]

Notary Public

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

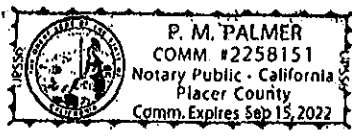


EXHIBIT A
TO
MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Solano, State of California, and is described as follows:

ADSCO PROPERTY:

Red Barn West:

A PORTION OF S & O LAND SURVEY NO. 112, SOLANO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LAND CONVEYED BY SUISUN GUN CLUB TO F.A. CHADBOURNE BY DEED DATED APRIL 27, 1914, SAID POINT OF BEGINNING BEING NORTH 89 DEGREES 50' WEST, 25.42 CHAINS FROM THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 4 NORTH RANGE 2 WEST, MOUNT DIABLO BASE & MERIDIAN, RUNNING THENCE ALONG THE EAST BOUNDARY OF LAND CONVEYED TO F.A. CHADBOURNE, NORTH 0 DEGREES 45' WEST 19.46 CHAINS TO THE NORTHEAST CORNER OF SAID LAND; THENCE NORTH 80 DEGREES EAST 5.22 CHAINS; THENCE NORTH 60 DEGREES 45' EAST, 9.75 CHAINS; THENCE ALONG THE WESTERLY SIDE OF COUNTY ROAD NO. 579, SOUTH 41 DEGREES 50' EAST 13.85 CHAINS; THENCE SOUTH 15 CHAINS TO THE NORTH BOUNDARY OF S & O LAND SURVEY NO. 88; THENCE NORTH 89 DEGREES 50' WEST 22.42 CHAINS TO THE PLACE OF BEGINNING.

APN: 0046-320-090

West Side Ranch:

PARCEL A, AS SET FORTH AND DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT CC-12-09 ISSUED BY THE COUNTY OF SOLANO AND RECORDED APRIL 5, 2013, IN OFFICIAL RECORDS AS INSTRUMENT NO. 201300034113, BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THE DEED TO THE CHADBOURNE 2012 IRREVOCABLE TRUST RECORDED ON OCTOBER 10, 2012, UNDER RECORDER'S SERIES NUMBER 2012-102253 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, TOGETHER WITH ALL OF PARCEL THREE AS DESCRIBED IN THE DEED TO WEST COAST HOME BUILDERS, INC., FILED ON NOVEMBER 21, 2006 UNDER RECORDER'S SERIES NUMBER 2006-148451 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, MDB&M, THENCE ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL ONE (2012-102253), SAID LINE BEING THE SOUTH LINE OF SAID SECTION 16, NORTH 89° 55' 38" EAST 2001.36 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 16, NORTH 89° 55' 38" EAST 1859.64 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00° 20' 38" EAST, 147.00 FEET;

THENCE SOUTH 89° 44' 41" EAST 1318.72 FEET TO A POINT ON THE CENTERLINE OF CHADBOURNE ROAD;

THENCE, ALONG SAID CENTERLINE, ALONG A NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 882.13 FEET, WHICH RADIUS POINT BEARS SOUTH 84° 43' 07" WEST, THROUGH A CENTRAL ANGLE OF 25° 14' 32" AND AN ARC DISTANCE OF 388.63 FEET;

THENCE NORTH 30° 31' 25" WEST 382.31 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 430.67 FEET, THROUGH A CENTRAL ANGLE OF 70° 20' 44" AND AN ARC DISTANCE OF 528.76 FEET;

THENCE NORTH 39° 49' 19" EAST 278.17 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 325.80 FEET THROUGH A CENTRAL ANGLE OF 37° 11' 41" AND AN ARC DISTANCE OF 211.50 FEET;

THENCE NORTH 02° 37' 38" EAST 100.74 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1646.54 FEET THROUGH A CENTRAL ANGLE OF 07° 38' 18" AND AN ARC DISTANCE OF 219.51 FEET;

THENCE ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 992.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 46' 54" AND AN ARC DISTANCE OF 203.98 FEET;

THENCE NORTH 06° 46' 14" EAST 365.43 FEET;

THENCE NORTH 02° 50' 40" WEST 2519.09 FEET;

THENCE NORTH 00° 38' 35" EAST 101.07 FEET;

THENCE LEAVING SAID CENTERLINE NORTH 89° 41' 20" WEST 3153.41 FEET TO A POINT ON THE EXTERIOR BOUNDARY LINE OF SAID PARCEL ONE (2012-102253);

THENCE ALONG SAID EXTERIOR BOUNDARY LINE SOUTH 79° 09' 22" EAST 726.08 FEET;

THENCE SOUTH 19° 20' 22" EAST 132.00 FEET;

THENCE NORTH 82° 14' 38" EAST 152.00 FEET;

THENCE SOUTH 39° 21' 22" EAST 264.00 FEET;

THENCE SOUTH 87° 49' 22" EAST 132.00 FEET;

THENCE NORTH 39° 20' 38" EAST 144.35 FEET;

THENCE SOUTH 00° 20' 38" WEST 4143.95 FEET;

THENCE LEAVING SAID EXTERIOR BOUNDARY LINE, SOUTH 15° 10' 01" WEST 217.44 FEET;

THENCE SOUTH 38° 06' 23" WEST 135.70 FEET;

THENCE SOUTH 79° 35' 06" WEST 816.23 FEET;

THENCE SOUTH 52° 51' 35" WEST 321.70 FEET;

THENCE SOUTH 01° 16' 39" WEST 121.70 FEET TO THE POINT OF BEGINNING.

APN: 0046-060-200

GRIZZLY BAY PROPERTY:

PARCEL ONE:

PARCEL B OF LOT LINE ADJUSTMENT NO. CC-12-09, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT, RECORDED APRIL 5, 2013, INSTRUMENT NO. 201300034113 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THE DEED TO THE CHADBOURNE 2012 IRREVOCABLE TRUST RECORDED ON OCTOBER 10, 2012, UNDER RECORDERS SERIES NUMBER 2012-102253 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, MDB&M, THENCE ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL ONE (2012102253) THENCE NORTH 00°09'22" WEST, 2640.00 FEET; THENCE NORTH 89°54'22" WEST, 1320.00 FEET; THENCE NORTH 00°20'38" EAST, 2640.15 FEET; THENCE SOUTH 89°41'20" EAST, 3241.92 FEET; THENCE SOUTH

79°09'22" EAST, 726.08 FEET; THENCE SOUTH 19°20'22" EAST, 132.00 FEET; THENCE NORTH 82°14'38" EAST, 152.00 FEET; THENCE SOUTH 39°21'22" EAST, 264.00 FEET; THENCE SOUTH 87°49'22" EAST, 132.00 FEET; THENCE NORTH 39°20'38" EAST, 144.35 FEET; THENCE SOUTH 00°20'38" WEST, 4143.95 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY LINE SOUTH 15°10'01" WEST, 217.44 FEET; THENCE SOUTH 38°06'23" WEST, 135.70 FEET; THENCE SOUTH 79°35'06" WEST, 816.23 FEET; THENCE SOUTH 52°51'35" WEST, 321.70 FEET; THENCE SOUTH 01°16'39" WEST, 121.70 FEET TO A POINT ON SAID EXTERIOR BOUNDARY LINE; THENCE ALONG SAID EXTERIOR BOUNDARY LINE SOUTH 89°55'38" WEST, 2001.36 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE PERPETUAL EASEMENT OVER PARCEL A OF LOT LINE ADJUSTMENT NO. CC-12-09, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT, RECORDED MAY 5, 2013. INSTRUMENT NO. 2013-00034113 OF OFFICIAL RECORDS, FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS SHOWN IN THE GRANT OF EASEMENT FROM WEST COAST HOME BUILDERS, INC., A CALIFORNIA CORPORATION AND DISCOVERY BUILDERS, INC., A CALIFORNIA CORPORATION TO CAROLYN RIOLO, TRUSTEE OF THE CHADBOURNE 2012 IRREVOCABLE TRUST RECORDED MAY 5, 2013, INSTRUMENT NO. 2013-00034117 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL THREE AS DESCRIBED IN THE DEED TO WEST COAST HOME BUILDERS, INC. FILED ON NOVEMBER 21, 2006 UNDER RECORDERS SERIES NUMBER 2006148451 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET WIDE, PARALLEL WITH AND LYING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CHADBOURNE ROAD AND THE NORTH LINE OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, MDB&M, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL THREE (2006-148451), THENCE ALONG SAID NORTH LINE OF SECTION 16, NORTH 89°45'28" EAST, 25.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CHADBOURNE ROAD; THENCE LEAVING SAID NORTH LINE ALONG SAID WESTERLY RIGHT OF WAY LINE OF CHADBOURNE ROAD SOUTH 00°38'35" WEST, 25.51 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF CHADBOURNE ROAD ALONG THE APPROXIMATE CENTERLINE OF AN EXISTING DIRT ROAD NORTH 89°41'19" WEST, 1659.85 FEET; THENCE SOUTH 22°06'13" WEST, 280.67 FEET; THENCE SOUTH 35°55'45" WEST, 110.15 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL ONE AS DESCRIBED IN THE DEED RECORDED ON DECEMBER 13, 1954, IN BOOK 744 OFFICIAL RECORDS AT PAGE 133 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS

TO TERMINATE AT SAID BOUNDARY LINE OF PARCEL ONE (744 OR 133) AND SAID
WESTERLY RIGHT OF WAY LINE OF CHADBOURNE ROAD.

APN's 0046-050-080, 0046-060-180 and 0046-060-210

(End of Legal Description)