

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2012 - 258**

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PURCHASE AND  
SALE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE CITY  
OF FAIRFIELD AND WANG, ET AL, RELATED TO THE  
FAIRFIELD/VACAVILLE TRAIN STATION PROJECT**

**WHEREAS**, a portion of the property (Assessor's Parcel Number 0174-010-180) owned by Pok Jew Voon And Suk Jin Voon, Husband And Wife, As Community Property, As To An Undivided 33 1/3%; Sur Miao Tung And Mei-Mei Yeh Tung, Husband And Wife, As Community Property As To An Undivided 33 1/3% And; Richard L.T. Wang (Aka Richard L. Wang) And Rose Hsu Wang, As Trustees Of The Richard L.T. Wang And Rose Hsu Wang Revocable Trust, Dated 8/18/1998 As To An Undivided 33 1/3% Interest (collectively, Wang, et al) is required to construct a portion of the Fairfield/Vacaville Train Station Project; and

**WHEREAS**, the City of Fairfield and Wang, et al, have agreed to enter into a Purchase and Sale Agreement where Wang, et al, has agreed to deed to the City of Fairfield approximately 0.42 acres of land in fee title and a temporary construction easement covering approximately 0.15 acres of land in exchange for the City of Fairfield paying \$145,000 to Wang, et, al; and

**WHEREAS**, the \$145,000 amount paid from City of Fairfield to Wang, et al, includes a settlement of any and all damages to the remaining parcel resulting from this acquisition; and

**WHEREAS**, under Section 27281 of the California Government Code, deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the Grantee evidenced by a certificate or resolution of acceptance attached to or printed on the deed or grant; and

**WHEREAS**, the City Council of the City of Fairfield has the authority to pass a resolution to authorize an officer or agent to accept the conveyance of property interests to the City of Fairfield.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The Purchase and Sale Agreement between the City of Fairfield and Pok Jew Voon And Suk Jin Voon, Husband And Wife, As Community Property, As To An Undivided 33 1/3%; Sur Miao Tung And Mei-Mei Yeh Tung, Husband And Wife, As Community Property As To An Undivided 33 1/3% And; Richard L.T. Wang (Aka Richard L. Wang) And Rose Hsu Wang, As Trustees Of The Richard L.T. Wang And Rose Hsu Wang Revocable Trust, Dated 8/18/1998 As To An Undivided 33 1/3% Interest, is hereby approved.

Section 2. The City Manager is hereby authorized to sign the Purchase and Sale Agreement and Escrow Instructions on behalf of the City of Fairfield and to execute such additional instruments and undertake such measures as may be necessary to implement the Purchase and Sale Agreement and Escrow Instructions.

Section 3. The City Council hereby accepts the grants of property and easements as provided for in the Purchase and Sale Agreement and Escrow Instructions and consents to the recordation of one or more certificates of acceptance for property and easements as executed by the City Manager on behalf of the City Council.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of December 2012, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/~~Mraz~~

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Mraz

ABSTAIN: COUNCILMEMBERS: None

Harry T. Price  
MAYOR

ATTEST:

Janette Bellinder  
CITY CLERK  
pw

## **PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions (this "Agreement") is made and entered into as of Dec 4, 2012 (the "Effective Date"), by and between the CITY OF FAIRFIELD, a municipal corporation ("Buyer") and POK JEW VOON AND SUK JIN VOON, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 33 1/3%; SUR MIAO TUNG AND MEI-MEI YEH TUNG, HUSBAND AND WIFE, AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 33 1/3% AND; RICHARD L.T. WANG (AKA RICHARD L. WANG) AND ROSE HSU WANG, AS TRUSTEES OF THE RICHARD L.T. WANG AND ROSE HSU WANG REVOCABLE TRUST, DATED 8/18/1998 AS TO AN UNDIVIDED 33 1/3% INTEREST (collectively, "Seller"), with respect to the following facts:

### **RECITALS**

A. Seller is the owner of certain vacant real property located in the County of Solano, State of California and being APN 0174-010-180.

B. Buyer desires to purchase and Seller is willing to sell and convey to Buyer for the price and under the terms and conditions specified herein, a fee simple interest in a portion of, and a temporary construction easement to a portion of, the real property located at the Southeast corner of Peabody Road and Markeley Lane, Fairfield/Solano County, California (Solano County Assessor's Parcel Number 0174-010-180), as more particularly identified and described in Exhibit "A" incorporated herein by this reference (collectively the "Property").

C. Buyer and Seller acknowledge and agree that the Property is being acquired by Buyer for public use and is necessary for the construction, operation and maintenance of the Fairfield/Vacaville Train Station Project (the "Project"), a public project.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties hereto do hereby agree as follows:

### **AGREEMENT**

1. Purchase and Sale. Subject to and in accordance with the terms and conditions hereinafter set forth, on the Close of Escrow (as herein defined), Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

2. Opening and Closing of Escrow.

(a) Concurrently herewith, an escrow shall be opened with North American Title Company, 4255 Hopyard Road, Pleasanton, CA 94588 (the "Escrow Holder"), Attn: Evelyn Bowens-Chambers, Escrow Officer (or another escrow company mutually acceptable to Buyer and Seller). For the purposes of this Agreement, Opening

of Escrow shall mean the date on which Escrow Holder shall have received fully executed counterparts of this Agreement from Buyer and Seller, and "Close of Escrow" shall be the date that the deeds for the respective portions of the Property in favor of Buyer in the forms attached hereto as Exhibits B-1 and B-2 (together, the "Deeds") are recorded in the Solano County Recorder's Office. The Close of Escrow shall occur on or before January 31, 2013, unless the parties agree in writing to a later date.

(b) Buyer, or its designees, shall have a period to undertake due diligence with respect to the Property ending at 5:00 p.m. on the date thirty (30) days after the Effective Date (the "Due Diligence Period"). On or before the Effective Date, Seller agrees to deliver to Buyer any and all reports or documents within its possession evaluating the physical, seismic, or environmental condition of the Property.

3. Purchase Price; Escrow Account. The purchase price for the Property to be paid by Buyer is One Hundred Forty-Five Thousand and no/100<sup>ths</sup> Dollars (\$145,000.00) (the "Purchase Price") payable by Buyer in the form of a cashier's check, wire transfer, or other form acceptable to the Escrow Holder and placed in the Escrow Account prior to the Close of Escrow.

4. Delivery of Documents on the Close of Escrow.

(a) On the Close of Escrow, Seller covenants and agrees to cause to be delivered to Buyer the duly executed and acknowledged Deeds conveying to Buyer Seller's interest in the Property.

(b) At the Close of Escrow, Buyer shall receive the Title Policy (herein defined) issued by North American Title (the "Title Company") (or another title company mutually acceptable to Buyer and Seller) insuring in Buyer fee simple title to the portion of the Property identified in Exhibit B-1 (the "Fee Simple Portion of the Property") free and clear of all liens and encumbrances other than the Permitted Title Exceptions.

5. Title and Title Insurance.

(a) On or before the Effective Date, Seller shall obtain and provide to Buyer a preliminary report for the Fee Simple Portion of the Property from Title Company, and copies of all instruments noted as exceptions therein (the "Preliminary Title Report").

(b) Buyer shall have ten (10) business days after receiving the Preliminary Title Report to disapprove any exceptions to title shown (collectively, "Disapproved Exceptions") and to provide Seller with notice of disapproval in writing describing the defect with reasonable particularity (the "Disapproval Notice"). Within 5 business days of Seller's receipt of the Disapproval Notice, Seller shall notify Buyer whether Seller intends to remove the Disapproved Exceptions. If Seller notifies Buyer of an intention to eliminate the Disapproved Exceptions, Seller shall do so at least ten (10) days prior to the Close of Escrow. If Seller indicates to Buyer in writing within the

time allowed that Seller does not intend to remove one or more of the Disapproved Exceptions, Buyer, by notifying Seller within 5 business days of Seller's notice to Buyer, may elect to terminate this Agreement or to take the Fee Simple Portion of the Property subject to the Disapproved Exceptions not removed by Seller. In any event, Seller covenants to pay in full all loans secured by mortgages and deeds of trust, any mechanics liens, all special bonded assessments encumbering the Fee Simple Portion of the Property, and any other monetary exceptions (other than current real property taxes which are not due and payable) prior to or concurrently with the Close of Escrow, and the Escrow Holder is hereby directed to cause same to be paid off from the proceeds of the Purchase Price. The policy of title insurance shall include such endorsements as Buyer shall reasonably request.

(c) Buyer's fee title to the Fee Simple Portion of the Property shall be insured at the Close of Escrow by a CLTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price issued by North American Title Company (the "Title Policy"). The Title Policy shall insure Buyer's interest in the Property free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following permitted conditions of title (the "Permitted Title Exceptions"):

(i) Real property taxes for the then-current tax fiscal year that are a lien not then due and payable;

(ii) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property; and

(iii) Those exceptions approved by Buyer pursuant to section 5(b).

Seller shall not encumber or agree to sell the Property to any other party prior to the Close of Escrow.

6. Deposit of Documents in Escrow.

(a) Seller and Buyer hereby covenant and agree to deliver to Escrow Holder prior to the Close of Escrow the following instruments and documents, the delivery of each of which shall be a condition precedent to the Close of Escrow.

(b) Seller shall deliver:

(i) The Deeds duly executed and acknowledged by Seller granting and conveying to Buyer good and marketable title to the Property;

(ii) Seller's affidavit as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit");

(iii) A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445; and

(iv) Such proof of Seller's ability to convey the Property as the Title Company may reasonably require in order to issue the Title Policy.

(c) Buyer shall deliver such proof of Buyer's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

7. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and distribute the documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) The Title Company can issue in favor of Buyer the Title Policy, with liability equal to the Purchase Price, showing the Property vested in Buyer subject only to the Permitted Title Exceptions. If Seller has not removed all monetary liens, monetary encumbrances, or special bonded assessments, or if a monetary claim is asserted by any third party, in addition to all other remedies Buyer may have at law or equity, Buyer may elect to consummate this transaction on the Close of Escrow and offset dollar for dollar against the Purchase Price an amount equal to any such monetary encumbrances and claims.

(b) Escrow Holder shall have received Buyer's notice of approval or satisfaction or waiver of all of the contingencies to Buyer's obligations hereunder, as provided for in Section 13;

(c) Escrow Holder shall have received Seller's notice of approval or satisfaction or waiver of all of the contingencies to Seller's obligations hereunder, as provided for in Section 14; and

(d) Seller and Buyer shall have deposited in Escrow the documents required pursuant to Section 6, and Buyer shall have deposited into the Escrow Account the Purchase Price as provided in Section 2.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of policies of title insurance.

8. Escrow Charges and Prorations.

(a) Buyer shall pay:

(i) The premium and all costs associated with CLTA standard from owner's policy of title insurance (or for an ALTA title insurance policy if requested by Buyer), plus any special endorsements requested by the Buyer;

(ii) All costs associated with any reports prepared including but not limited to Phase I Environmental Reports, soils or geotechnical evaluations, etc.;

(iii) All costs associated with the preparation of any parcel map or other action permitted by the Subdivision Map Act to enable the Property to be conveyed to Seller as a legal parcel; and

(iv) One hundred percent (100%) of the following:

- a) escrow fee;
- b) cost, if any, of drawing the Deeds;
- c) recording fees, if any;
- d) notary fees; and
- e) State, County or City documentary transfer tax, if any.

If the Escrow shall fail to close through Buyer's fault or no fault of either party, Buyer shall pay any Escrow cancellation fees.

(b) Seller shall pay:

(i) Costs, if any, necessary to place the title to the Property in the condition for conveyance required by Property in this Agreement;

(ii) Ad valorem taxes and special assessments and installments of bonds, if any, assessed upon the Property for any period of time prior to conveyance of title; and

(iii) Seller's legal and broker fees, if any.

If the Escrow shall fail to close through the fault of Seller, Seller shall pay any Escrow cancellation fees.

(c) Real estate and personal property taxes and any other governmental charges, regular assessments, or impositions against the Property on the basis of the fiscal year or calendar year for which assessed shall be pro-rated as of the Close of Escrow. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the next preceding year applied to the latest assessed valuation after the tax rate is fixed, which assessed valuation shall be based on the Property's assessed value prior to the Close of Escrow, and Buyer and Seller shall, when the tax rate is fixed, make any necessary adjustment. All prorations shall be determined on the basis of a 360-day year.

9. Due Diligence Period; Access. During the Due Diligence Period, Buyer may inspect as necessary to approve all zoning and land use matters relating to the Property and to approve the physical condition of the Property. Buyer and its agents, attorneys, accountants, and other representatives shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property and the improvements thereon, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. Seller hereby grants to Buyer a right of entry to the Property for the purposes of conducting the aforementioned inspections and examinations.

10. Indemnification.

(a) Seller hereby agrees to indemnify Buyer against, and to hold Buyer harmless and, at the option of Buyer, defend Buyer, its officers, directors, employees, agents and representatives (collectively, "Indemnified Parties") with counsel approved by Buyer, from all liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and disbursements, incurred by Indemnified Parties by reason of any claims or litigation relating to the Property and arising from acts, occurrences or matters that took place prior to the Close of Escrow.

(b) Buyer agrees to give to Seller written notice of any third party claim that may give rise to a claim for indemnification hereunder within thirty (30) days after learning of such third party claim; provided, however, that the failure to give timely notice as hereinabove provided shall not defeat any claim for indemnification hereunder except to the extent that the party to whom such notice was owing is prejudiced by the lack of such timely notice. The provisions of this Section 10 shall survive the Close of Escrow, the termination of this Agreement and/or the delivery of the Grant Deed.

(c) The deed for the temporary construction easement portion of the Property shall contain a indemnity clause protecting Seller from liability arising out of Buyer's use of the temporary construction easement, as provided more particularly in Exhibit B-2.

11. Warranties and Representations of Seller. Seller hereby represents and warrants to Buyer the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow, and all of which shall survive the Close of Escrow:

(a) Hazardous Substances.

(i) To the best of Seller's knowledge, the Property is free and has always been free from Hazardous Substances (as defined herein) and is not and has never been in violation of any Environmental Laws (as defined herein). "Environmental Laws" means all federal, state, local, or municipal laws, rules, orders,



regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect. "Hazardous Substances" includes without limitation, those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in any Environmental Law (including without limitation, CERCLA, RCRA, TSCA, HMTA, or those substances listed by the United States Department of Transportation (DOT), the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances, and any material, waste, or substance that is a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, a flammable explosive or a radioactive material).

(ii) To the best of Seller's knowledge, there are no buried or partially buried storage tanks located on the Property.

(iii) Seller has received no written notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property or the potential violation of any Environmental Law.

(iv) To the best of Seller's knowledge, no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.

(v) To the best of Seller's knowledge, the Property has never been used as a dump or landfill.

(vi) Seller has disclosed to Buyer all information, records, and studies maintained by Seller in connection with the Property concerning Hazardous Substances. As part of this representation, Seller shall provide a Natural Hazards Disclosure Statement in accordance with California Civil Code Section 1103.2.

(b) To the best of Seller's knowledge, no condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

(c) Seller is the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements or vegetation on the Property onto adjacent property, or rights of way of any nature, other than those that may appear on the Preliminary Title Report. Seller shall not further transfer or encumber the Property or allow the Property to be further encumbered prior to the Close of Escrow.

(d) Any information that Seller has delivered to Buyer, either directly or through Seller's agents, is accurate and Seller has disclosed all material facts with respect to the Property.

(e) There is no pending litigation or threatened litigation, which does or may adversely affect the Property.

(f) There are no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof or any interest therein, which will survive the Close of Escrow. Seller has entered into no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assessments respecting the Property.

(g) Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate, any contract, instrument, partnership agreement, trust agreement, or any other agreement to which Seller is a party, or which affects the Property or any part thereof, and the sale of the Property herein contemplated does not require the consent of any party not a signatory hereto.

(h) Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party which would adversely affect the value of the Property or Seller's ability to perform its obligations hereunder.

(i) There are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property.

(j) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced prior to the date of this Agreement. Seller agrees to hold Indemnified Parties harmless from all costs, expenses, liabilities, losses, charges and fees, including without limitation attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to the Close of Escrow. The provisions of this Section shall survive the Close of Escrow.

(k) There are no written or oral leases or contractual rights or options to lease, purchase, or otherwise enjoy possession, or any other rights or interests of any nature in and to the Property or any part thereof, and no persons have any right of possession to the Property or any part thereof. Seller shall deliver possession of the Property to Buyer free of all tenants and other persons or entities, and shall indemnify and hold Indemnified Parties harmless from the claims of any tenants or persons or entities claiming relocation assistance benefits or a right to possession arising before the Close of Escrow. The provisions of this Section shall survive the Close of Escrow and delivery of the Grant Deed.

Seller shall notify Buyer of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. Seller agrees to indemnify Indemnified Parties and agrees to defend and hold Indemnified Parties harmless from all loss, cost, liability, expense, damage, or other injury, including without limitation attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by reason of, or in any manner resulting from the breach of any warranties and representations in this Section. The provisions of this Section shall survive the Close of Escrow, the termination of this Agreement and/or delivery of the Grant Deed.

12. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct at the date of this Agreement and as of the Close of Escrow:

(a) Buyer is a municipal corporation duly organized and validly existing under the laws of the State of California, and this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any judicial order to which Buyer is subject.

(b) Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Buyer is a party, or which affects the Property or any part thereof, and the sale of the Property herein contemplated does not require the consent of any party not a signatory hereto.

(c) There is no pending litigation or, to the best of Buyer's knowledge, threatened litigation, which does or will materially adversely affect Buyer's ability to consummate this transaction.

13. Buyer's Conditions. Buyer's obligations under this Agreement are expressly made subject to the following conditions precedent so that for the benefit of Buyer, the Close of Escrow and Buyer's obligation to consummate the purchase of Property shall be contingent upon and subject to written notice to Escrow Holder by Buyer of the occurrence of all of the following (or Buyer's written waiver thereof, it being agreed that Buyer can waive any or all such contingencies) on or before the Close of Escrow:

(a) Buyer's obtaining a satisfactory commitment issued by Title Company to issue the Title Policy in favor of Buyer with liability equal to the estimated fair market value of the Property showing Buyer's fee interest in the Property subject only to the Permitted Title Exceptions, and being otherwise in accordance with the provisions of Paragraph 5 of this Agreement, and expressly insuring against the claims of any persons in possession of all or any part of the Property and the claims of any mechanics or materialmen.

(b) Buyer's verifying that no easements, covenants, conditions, deed restrictions, subdivision restrictions or regulations of any lawful governmental authority having jurisdiction over the Property exist which will adversely affect or impair Buyer's intended use and development of the Property as an electrical substation facility.

(c) Buyer's verifying that there are no mechanics' and/or materialmen's liens, or lis pendens actions affecting the Property, and that all taxes, sewer, water, and utility bills and/or tap-on fees have been paid.

(d) Buyer's performing such environmental analysis of the Property as it deems appropriate to determine, to its complete satisfaction, that the Property has not been used for the storage of any petroleum products, hazardous substances or toxic materials (as such terms are defined in Paragraph 11 (a) above), and that no petroleum product, hazardous substance or toxic material is or has been located on, in or under the Property.

(e) That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are all true and correct.

(f) Seller's delivery of all documents required to be delivered by Seller pursuant to Section 6 hereof.

(g) Buyer's approval, prior to the final day of the Due Diligence Period, of the physical condition of the Property, including without limitation, any and all inspections, tests, Survey(s), and other studies to be conducted by Buyer, in Buyer's sole discretion, including without limitation, any environmental site assessments, investigations, studies and reports that may be required under the California Environmental Quality Act ("CEQA"). Buyer's approval of any such inspections of the Property shall not alter or diminish Seller's representations or warranties under this

Agreement, and Seller acknowledges and agrees that Buyer is nonetheless relying on Seller's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Buyer in writing.

If all the foregoing conditions precedent have not been either met to Buyer's sole satisfaction or expressly waived in writing by Buyer within the Due Diligence Period, then this Agreement shall, at the option of Buyer, become null and void, in which event neither party shall have any further rights, duties and obligations hereunder. Buyer agrees to use reasonable diligence to satisfy the foregoing conditions within the Due Diligence Period. At any time during the Due Diligence Period, however, should Buyer determine that it is not reasonable to satisfy the foregoing conditions, Buyer need not continue its efforts to satisfy the foregoing conditions and upon notice thereof to Seller, Buyer may terminate this Agreement in Buyer's sole and absolute discretion for any reasons, or for no reason whatsoever, by giving written notice to the Seller on any day prior to and including the final day of the Due Diligence Period, in which event this Agreement shall become null and void and neither party shall have any further rights, duties and obligations hereunder.

14. Seller's Contingencies. For the benefit of Seller, the Close of Escrow and Seller's obligation to consummate the sale of the Property shall be contingent upon and subject to written notice to the Escrow Holder by Seller of the occurrence of all of the following (or Seller's written waiver thereof, it being agreed that Seller can waive any or all such contingencies) on or before the Close of Escrow:

(a) Deposit by Buyer of the Purchase Price and all other sums to be deposited by Buyer in Escrow in accordance with the requirements hereof.

(b) Buyer's delivery of all documents required to be delivered by Buyer pursuant to Section 6 hereof.

(c) Seller's reasonable satisfaction that as of the Close of Escrow the representations and warranties of Buyer contained in this Agreement are all either true and correct or, to the extent that is not the case, have been waived by Seller.

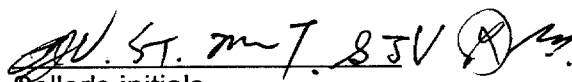
(d) The recording of a parcel map or other document creating the Property as a legally recognizable and transferable lot under applicable State and local laws and regulations.

15. [Intentionally Omitted.]

16. No Relocation Assistance. The total compensation to be paid by Buyer for the Property is the Purchase Price and the payment of certain costs and expenses as provided herein, which amount is the full and complete acquisition cost. Buyer shall have no obligation to Seller under the California Relocation Assistance and Real Property Acquisition statutes and guidelines. Except for any breach of terms or

conditions contained in this Agreement, Seller waives and forever releases Buyer, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Buyer's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the facts or allegations and circumstances arising from Buyer's acquisition of the Property. By such release, Seller expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"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

17. Condemnation; Destruction. All risk of loss with respect to the Property shall remain with Seller until after the Close of Escrow and delivery of possession of the Property to Buyer. If at any time prior to the Close of Escrow, the Property, or any portion thereof, is damaged by fire or other casualty or taken or appropriated through eminent domain or similar proceedings, or is condemned for any public or quasi-public use, Buyer may terminate this Agreement. If Buyer terminates this Agreement, Seller shall be entitled to receive all insurance proceeds payable to Buyer or Seller or all condemnation proceeds actually paid for that portion of the property taken. If Buyer elects to maintain this Agreement in full force and effect, Buyer shall be entitled to receive all insurance proceeds payable to Seller or all condemnation proceeds actually paid for that portion of the Property taken or, if such proceeds have been paid to Seller, Buyer shall receive a credit against the Purchase Price equal to the amount of proceeds actually paid to Seller.

18. Default. In the event of a breach or default under this Agreement by either Seller or Buyer, the non-defaulting party shall have the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting party and to Escrow Holder. Such termination of the escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

19. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Buyer: City of Fairfield  
1000 Webster Street, Third Floor  
Fairfield, California 94533  
Attn.: Steven L. Hartwig  
Phone: (707) 428-7494  
FAX: (707) 428-7607

Copy to: Richards, Watson & Gershon  
44 Montgomery Street, Suite 1420  
San Francisco, California 94104  
Attn.: Gregory W. Stepanicich  
Phone: (415) 421-8484  
Fax: (415) 421-8486

Seller: POK JEW VOON  
150 N. WIGET LN. STE 210  
WALNUT CREEK CA. 94598  
Phone: 925-930-7239  
Fax: 925-930-7231

Escrow Holder: North American Title Company, Inc.  
4255 Hopyard Road  
Pleasanton, CA 94588  
Evelyn Bowens-Chambers, Escrow Officer  
Phone: (925) 399-3000  
Fax: (925) 251-0104

20. Broker's Commissions. Buyer represents and warrants to Seller that Buyer has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Seller represents and warrants to Buyer that Seller has used Jim Stever ("Seller's Broker") as its broker in connection with the transaction contemplated hereby, and Seller indemnifies and agrees to defend and hold Buyer harmless from any claims resulting from Seller's Broker's participation in this transaction.

21. Standard Instructions. Each party agrees to execute Escrow Holder's other reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

22. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

23. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest and assigns.

24. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

25. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

26. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder.

27. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

28. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

30. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

*[Signature pages follow]*



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.


Buyer:

CITY OF FAIRFIELD, a municipal corporation

By:  \_\_\_\_\_

Sut

Attest:

  
City Clerk

Seller:

GRANTOR:

POK JEW VOON AND SUK JIN VOON, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 33 1/3%; SUR MIAO TUNG AND MEI-MEI YEH TUNG, HUSBAND AND WIFE, AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 33 1/3% AND; RICHARD L.T. WANG (AKA RICHARD L. WANG) AND ROSE HSU WANG, AS TRUSTEES OF THE RICHARD L.T. WANG AND ROSE HSU WANG REVOCABLE TRUST, DATED 8/18/1998 AS TO AN UNDIVIDED 33 1/3% INTEREST.

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

Pok Jew Voon

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

Suk Jin Voon

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

Sur Miao Tung

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

Mei-Mei Yeh Tung

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

Richard L.T. Wang, Trustee

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

Rose Hsu Wang, Trustee

APPROVED AS TO FORM:

Richards, Watson & Gershon,  
a professional corporation

By:  \_\_\_\_\_

City Attorney

EXHIBIT " A "

Legal Description – Fee Parcel

Wang to City of Fairfield

All that certain real property situate in the unincorporated area of the County of Solano, State of California, being a portion of Lots 12 and 13 of Subdivision C as shown on that certain map filed for record August 31, 1911 in Book 3 of Maps at Page 39 in the office of the Solano County Recorder, being more particularly described as follows:

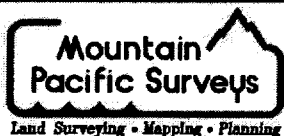
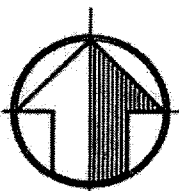
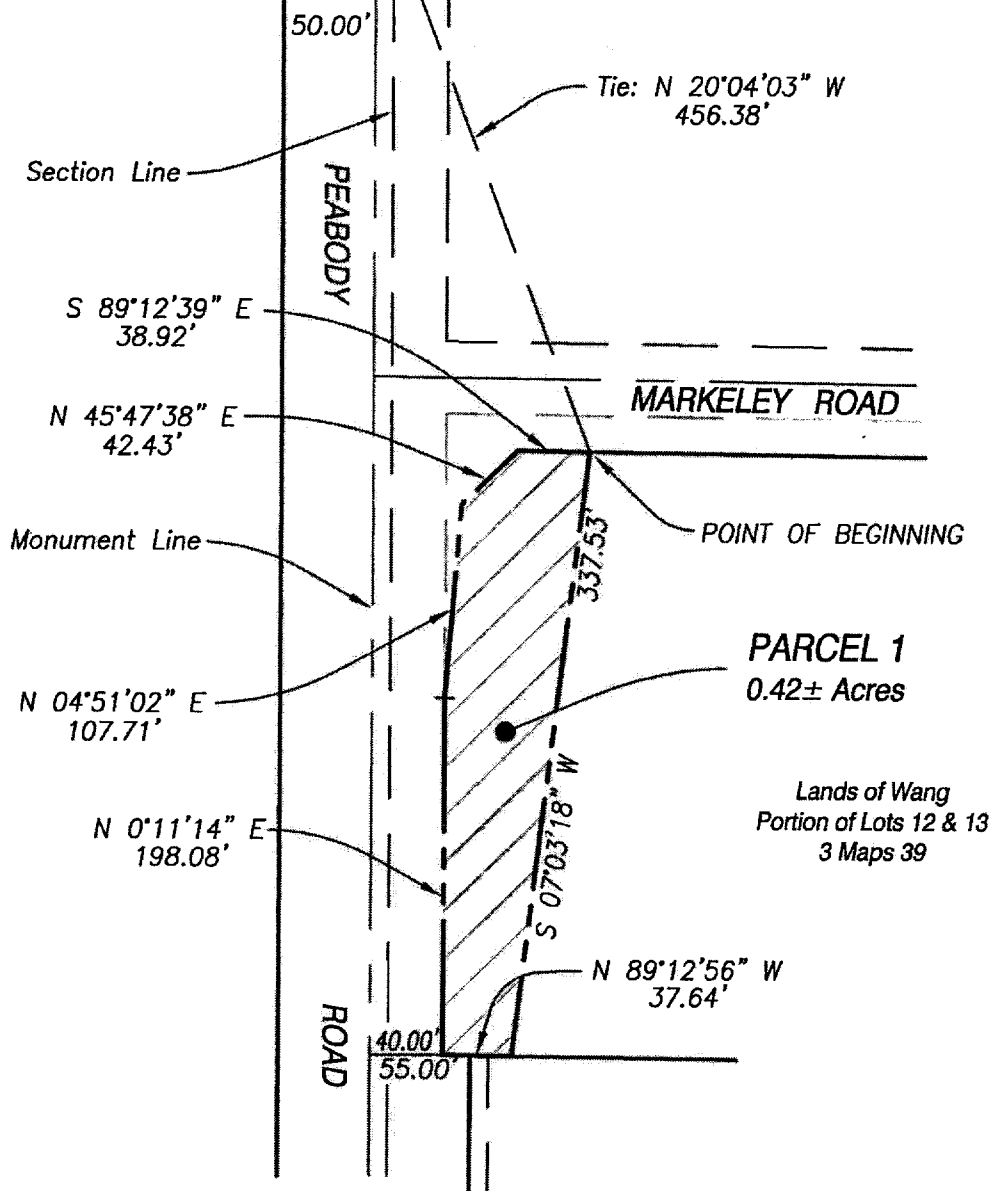
Beginning at a point on the southerly line of Markeley Road as dedicated to the County of Solano by deed filed for record August 25, 1984 in Book 1289 of Official Records at Page 375 (1289 O.R. 375) in said Recorder's office, from which point an iron bar tagged LS 3192 marking the intersection of the west line of Peabody Road and the south line of the Southern Pacific Railroad as shown on that certain Record of Survey filed for record September 1, 1970 in Book 11 of Surveys, at Page 49 (11 R.S. 49) in said Recorder's office bears North 20°04'03" West, 456.38 feet; thence leaving said southerly line South 07°03'18" West, 337.53 feet to the northerly line of Lot B as shown on that certain map filed for record September 16, 2003 in Book 77 of Subdivision Maps at Page 34 in said Recorder's office; thence along said northerly line North 89°12'56" West, 37.64 feet to the east line of Peabody Road (80' wide per 11 R.S. 49); thence along said east line North 00°11'14" East, 198.08 feet to the southeast corner of said 1289 O.R. 375; thence along the general easterly line of said 1289 O.R. 375 the following three courses and distances: thence North 04°51'02" East, 107.71 feet; thence North 45°47'38" East, 42.43 feet; thence South 89°12'39" East, 38.92 feet to the Point of Beginning.

Containing 0.42 acres, more or less.

Bearings and distances used in this description are based upon the California Coordinate System, Zone 2 (NAD83, epoch 2007.0). To obtain ground level distances multiply grid distances shown by .99998830.



Found Iron Bar & Tag  
LS 3192 in Concrete  
Per 11 RS 49



1505 W. Texas Street  
Fairfield, CA 94533

PH (707) 425-8234  
FAX (707) 425-1989

Plat to Accompany  
Legal Description  
Wang to City of Fairfield  
City of Fairfield California

Approved

Drawn CMW

Scale 1" = 100'

Date 10/25/2012

Sheet No.

Proj. No. 511007.5

of 2

2

## ACKNOWLEDGMENT

State of California  
County of Solano

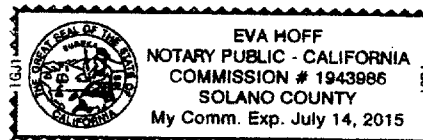
On DECEMBER 20, 2012 before me, Eva Hoff, Notary Public  
(insert name and title of the officer)

Sean P. Quinn  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Eva Hoff (Seal)



## ACKNOWLEDGMENT

State of California  
County of SOLANO

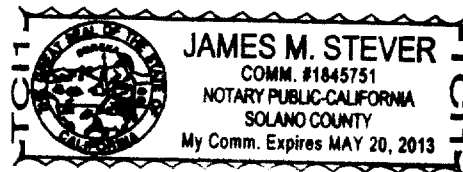
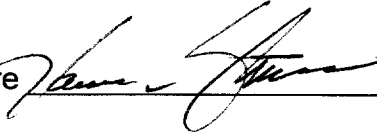
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Pok Jew Voon and Suk Jin Voon

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

## ACKNOWLEDGMENT

State of California  
County of SOLANO

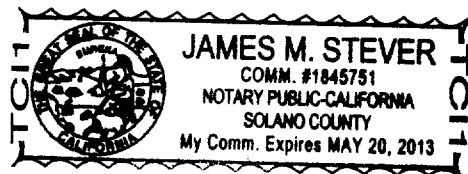
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Sur Miao Tung and Mei-Mei Yeh Tung

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

## ACKNOWLEDGMENT

State of California  
County of SOLANO

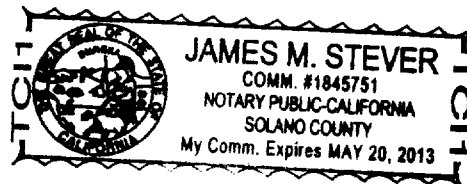
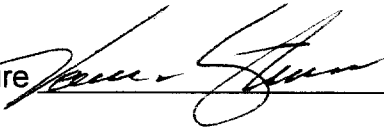
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Richard L.T. Wang, Trustee and Rose Hsu Wang, Trustee

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

**RECORDING REQUESTED BY:**  
North American Title Company

**WHEN RECORDED MAIL TO:**  
City of Fairfield  
Attn: City Manager  
1000 Webster Street  
Fairfield, CA 94533

APN: 0174-010-180 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.*

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

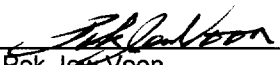
POK JEW VOON AND SUK JIN VOON, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 33 1/3%; SUR MIAO TUNG AND MEI-MEI YEH TUNG, HUSBAND AND WIFE, AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 33 1/3% AND; RICHARD L.T. WANG (AKA RICHARD L. WANG) AND ROSE HSU WANG, AS TRUSTEES OF THE RICHARD L.T. WANG AND ROSE HSU WANG REVOCABLE TRUST, DATED 8/18/1998 AS TO AN UNDIVIDED 33 1/3% INTEREST


HEREBY GRANT(S) TO **CITY OF FAIRFIELD, a municipal corporation,**

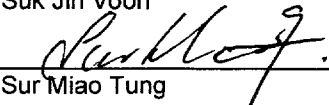
That certain property in the County of Solano, State of California, more particularly described in Exhibit A, attached hereto and by this reference incorporated herein.

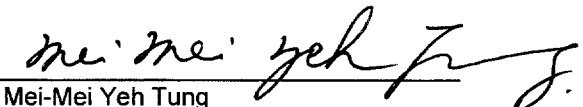
Dated: 10/28, 2012

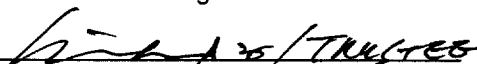
GRANTOR:

By:   
Pok Jew Voon

By:   
Suk Jin Voon

By:   
Sur Miao Tung

By:   
Mei-Mei Yeh Tung

By:  / TRUSTEE  
Richard L.T. Wang, Trustee

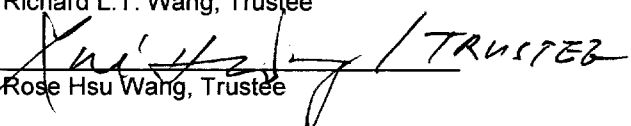
By:  / TRUSTEE  
Rose Hsu Wang, Trustee



EXHIBIT " A "

Legal Description – Fee Parcel

Wang to City of Fairfield

All that certain real property situate in the unincorporated area of the County of Solano, State of California, being a portion of Lots 12 and 13 of Subdivision C as shown on that certain map filed for record August 31, 1911 in Book 3 of Maps at Page 39 in the office of the Solano County Recorder, being more particularly described as follows:

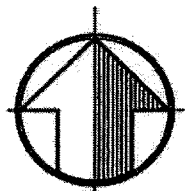
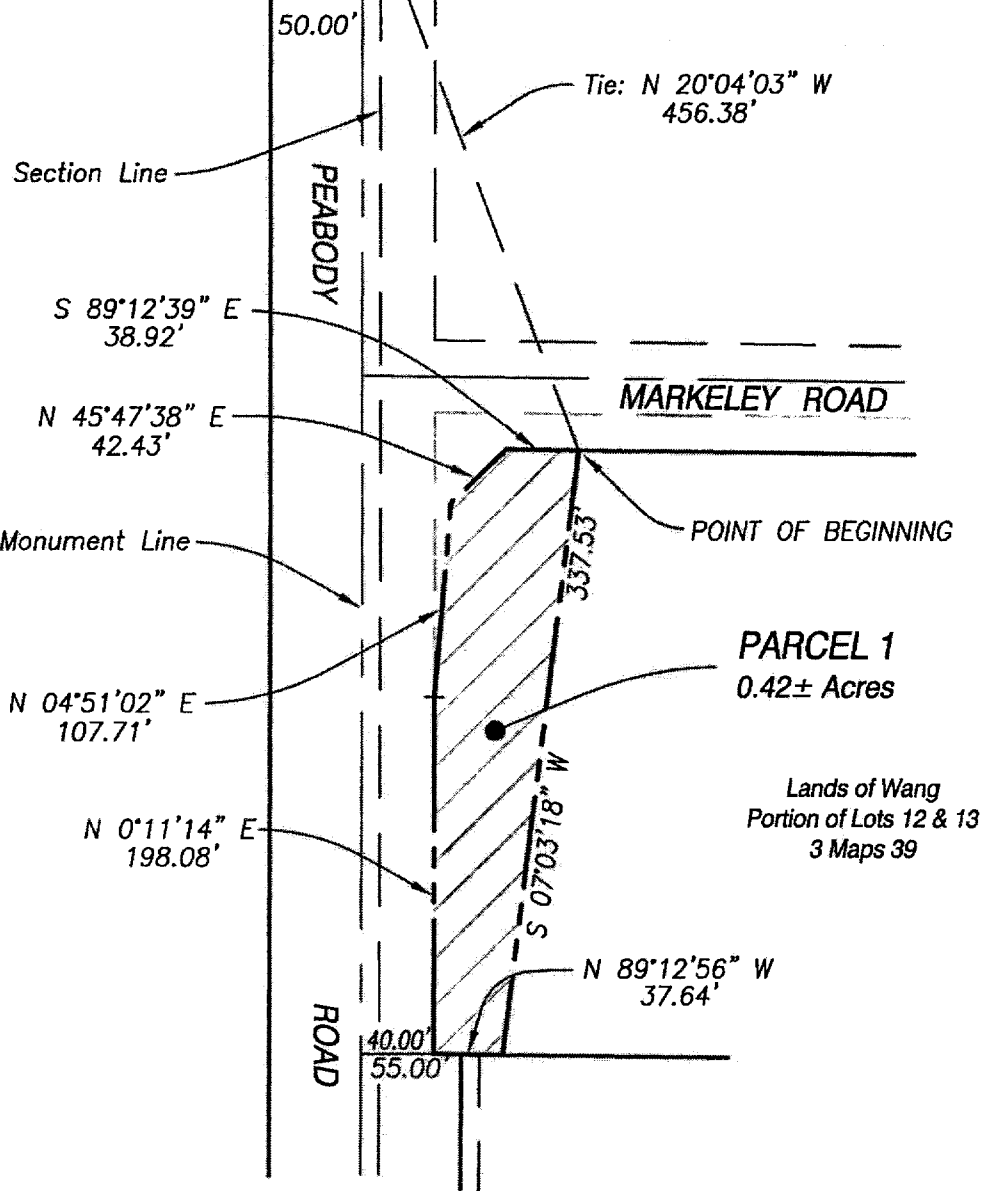
Beginning at a point on the southerly line of Markeley Road as dedicated to the County of Solano by deed filed for record August 25, 1984 in Book 1289 of Official Records at Page 375 (1289 O.R. 375) in said Recorder's office, from which point an iron bar tagged LS 3192 marking the intersection of the west line of Peabody Road and the south line of the Southern Pacific Railroad as shown on that certain Record of Survey filed for record September 1, 1970 in Book 11 of Surveys, at Page 49 (11 R.S. 49) in said Recorder's office bears North 20°04'03" West, 456.38 feet; thence leaving said southerly line South 07°03'18" West, 337.53 feet to the northerly line of Lot B as shown on that certain map filed for record September 16, 2003 in Book 77 of Subdivision Maps at Page 34 in said Recorder's office; thence along said northerly line North 89°12'56" West, 37.64 feet to the east line of Peabody Road (80' wide per 11 R.S. 49); thence along said east line North 00°11'14" East, 198.08 feet to the southeast corner of said 1289 O.R. 375; thence along the general easterly line of said 1289 O.R. 375 the following three courses and distances: thence North 04°51'02" East, 107.71 feet; thence North 45°47'38" East, 42.43 feet; thence South 89°12'39" East, 38.92 feet to the Point of Beginning.

Containing 0.42 acres, more or less.

Bearings and distances used in this description are based upon the California Coordinate System, Zone 2 (NAD83, epoch 2007.0). To obtain ground level distances multiply grid distances shown by .99998830.



Found Iron Bar & Tag  
LS 3192 in Concrete  
Per 11 RS 49



Land Surveying • Mapping • Planning

1505 W. Texas Street  
Fairfield, CA 94533

PH (707) 425-6234  
FAX (707) 425-1989

Plat to Accompany  
Legal Description  
**Wang to City of Fairfield**  
City of Fairfield California

Approved

Drawn CMW

Scale 1" = 100'

Date 10/25/2012

Sheet No.

Proj. No. 511007.5

of 2

2

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Fairfield, a municipal corporation by that certain Grant Deed dated Oct 28, 2012 executed by **POK JEW VOON AND SUK JIN VOON, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 33 1/3%; SUR MIAO TUNG AND MEI-MEI YEH TUNG, HUSBAND AND WIFE, AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 33 1/3% AND; RICHARD L.T. WANG (AKA RICHARD L. WANG) AND ROSE HSU WANG, AS TRUSTEES OF THE RICHARD L.T. WANG AND ROSE HSU WANG REVOCABLE TRUST, DATED 8/18/1998 AS TO AN UNDIVIDED 33 1/3% INTEREST**, is hereby accepted by the undersigned officer on behalf of the City of Fairfield pursuant to the authority conferred by the City Council of the City of Fairfield at its meeting held on Dec 4, 2012 pursuant to its Resolution No. 2012-258 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 20, 2012

CITY OF FAIRFIELD,  
a municipal corporation

By: 

Name: Sean P. Quinn 

Title: City Manager

## ACKNOWLEDGMENT

State of California  
County of SOLANO

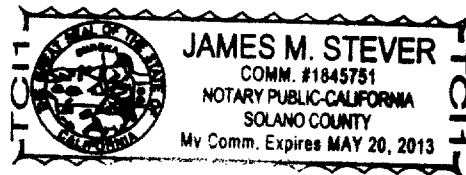
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Pok Jew Voon and Suk Jin Voon

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

## ACKNOWLEDGMENT

State of California  
County of SOLANO

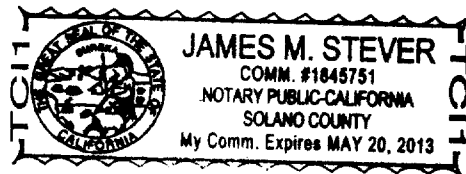
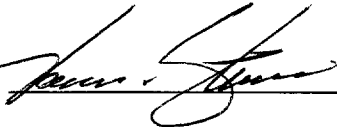
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personally appeared Sur Miao Tung and Mei-Mei Yeh Tung

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WITNESS my hand and official seal.

Signature



(Seal)

## ACKNOWLEDGMENT

State of California  
County of SOLANO

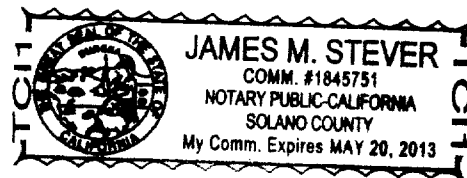
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Richard L.T. Wang, Trustee and Rose Hsu Wang, Trustee

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



*North American Title Company, Inc.*

4255 Hopyard Road, Suite 1 • Pleasanton, CA 94588

*Buyer's Estimated Settlement Statement*

**Property:** APN-0174-010-180, Markley Lane, Fairfield, CA

**File No:** 54606-1117865-11

**Officer:** Chan Amarsingh/NAT

**New Loan No:**

**Estimated Settlement Date:**

**Disbursement Date:**

**Print Date:** 10/25/2012, 4:17 PM

**Buyer:** City of Fairfield

**Address:** 1000 Webster Street, Fairfield, CA 94533

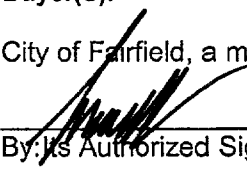
**Seller:** Pok Jew Voon, Suk Jin Voon; Sur Miao Tung, Mei-Mei Yeh Tung; Wang Revocable Trust

**Address:**

Charge Description	Buyer Charge	Buyer Credit
<b>Consideration:</b>		
Total Consideration	145,000.00	
<b>Title/Escrow Charges to:</b>		
Escrow Fee (1102) to North American Title Company, Inc.	750.00	
Document Preparation Fee (1101) to North American Title Company, Inc.	150.00	
Courier/Overnight Fee (1101) to North American Title Company, Inc.	50.00	
Recording Process Service Fee (1101) to North American Title Company, Inc.	25.00	
Notary-External (1109) to (tbd / if appl)	150.00	
CLTA Owner's Standard (NATICW) (1103) to North American Title Company, Inc.	656.00	
Miscellaneous Recording Fees-select to edit	30.00	
Cash (X From) ( To) Borrower		146,811.00
<b>Totals</b>	146,811.00	146,811.00

**Buyer(S):**

City of Fairfield, a municipal corporation

By:  12-20-12  
Authorized Signatory

Sut

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY OF FAIRFIELD  
1000 Webster Street  
Fairfield, CA 94533  
Attention: City Clerk

APN: 0174-010-180

(SPACE ABOVE FOR RECORDER'S  
USE ONLY)

---

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.*

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT DEED**

For value received, **POK JEW VOON AND SUK JIN VOON, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 33 1/3%; SUR MIAO TUNG AND MEI-MEI YEH TUNG, HUSBAND AND WIFE, AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 33 1/3% AND; RICHARD L.T. WANG (AKA RICHARD L. WANG) AND ROSE HSU WANG, AS TRUSTEES OF THE RICHARD L.T. WANG AND ROSE HSU WANG REVOCABLE TRUST, DATED 8/18/1998 AS TO AN UNDIVIDED 33 1/3% INTEREST** (collectively, the "GRANTOR") hereby **GRANTS to the CITY OF FAIRFIELD**, a municipal corporation (the "CITY" or "GRANTEE"), a non-exclusive temporary construction easement (the "Easement") over all that real property situated in the City of Fairfield, County of Solano, State of California, described as follows:

For description see Exhibit "A" attached and made a part hereof,

For purposes of reasonable access and construction staging to serve the GRANTEE's Train Station project and related activities on adjacent property thereto.

The Easement herein granted shall include the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and its employees whenever and wherever necessary to enter upon said land with personnel, vehicles and equipment, for the purpose for which the Easement is granted.

The term of this Easement shall commence upon GRANTEE's commencement of construction activities on the Easement area and shall expire nine (9) months later. GRANTEE shall have the option to extend the term for an additional period not to exceed six (6) months, provided that (i) GRANTEE gives GRANTOR written thirty (30)



days prior to the scheduled expiration date that it wishes to exercise the option, and (ii) GRANTEE compensates GRANTOR an additional \$109 per month for any extension of the term. **In any event, this Easement shall terminate upon the recordation of a notice of completion for GRANTEE's Train Station project.** Upon GRANTOR's written request thereafter, GRANTEE shall execute a notice of termination of this Easement and provide it to GRANTOR for recordation. Upon completion of GRANTEE's project and prior to termination of this Easement, GRANTEE shall restore, as near as possible, the surface of the Easement area to the condition it was in prior to GRANTEE's entry.

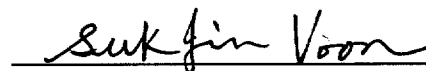
GRANTEE shall indemnify, defend and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs and expenses (including reasonable attorneys' fees and costs), arising from or related to GRANTEE's use of the Easement area or the exercise of GRANTEE's rights under this Easement Deed. The provisions of the immediately preceding sentence shall not be applicable to the extent of GRANTOR's negligence or willful misconduct.

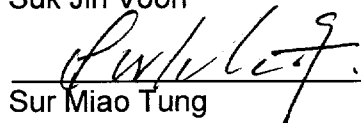
**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns for the term hereof.


**IN WITNESS WHEREOF**, the GRANTOR has executed this deed this 28<sup>th</sup> day of October, 2012

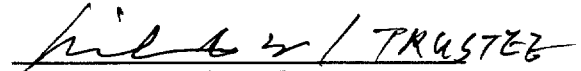
GRANTOR:

By:   
Pok Jew Voon

By:   
Suk Jin Voon

By:   
Sur Miao Tung

By:   
Mei-Mei Yeh Tung

By:  / TRUSTEE  
Richard L.T. Wang, Trustee

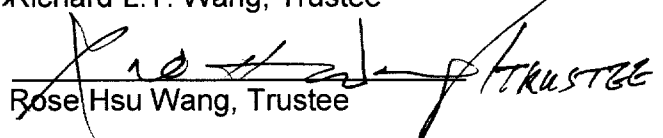
By:  / TRUSTEE  
Rose Hsu Wang, Trustee

EXHIBIT " A "

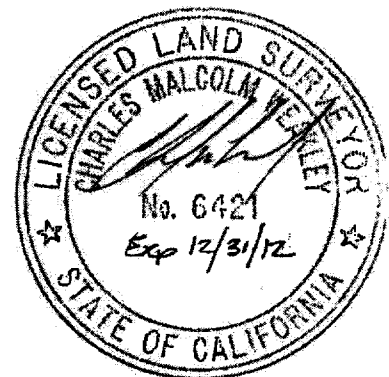
Legal Description – Temporary Construction Easement

Wang to City of Fairfield

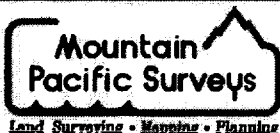
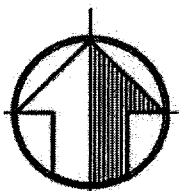
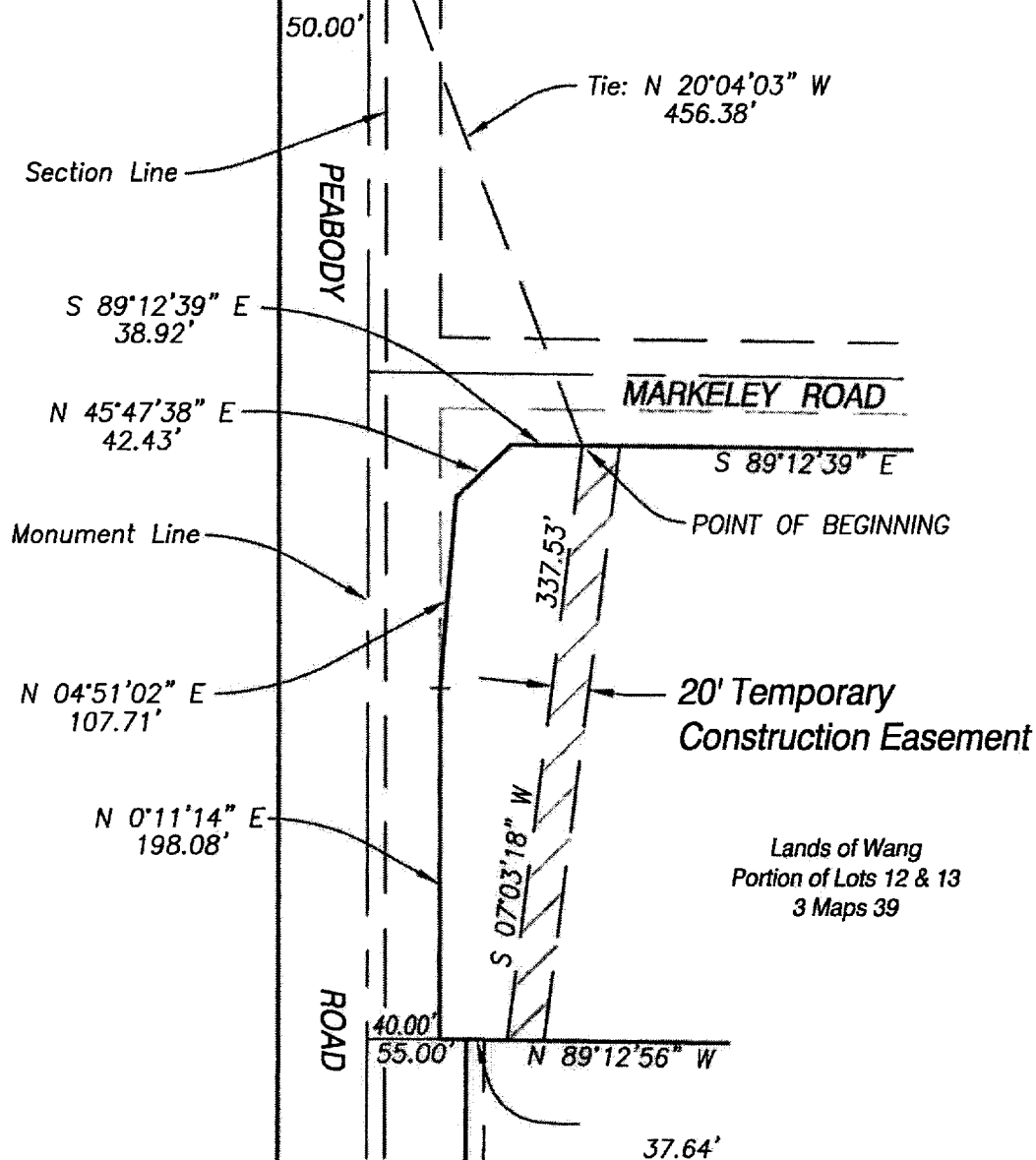
Being an easement 20 feet in width situate in the unincorporated area of the County of Solano, State of California, being a portion of Lots 12 and 13 of Subdivision C as shown on that certain map filed for record August 31, 1911 in Book 3 of Maps at Page 39 in the office of the Solano County Recorder, the westerly line of said easement being more particularly described as follows:

Beginning at a point on the southerly line of Markeley Road as dedicated to the County of Solano by deed filed for record August 25, 1984 in Book 1289 of Official Records at Page 375 in said Recorder's office, from which point an iron bar tagged LS 3192 marking the intersection of the west line of Peabody Road and the south line of the Southern Pacific Railroad as shown on that certain Record of Survey filed for record September 1, 1970 in Book 11 of Surveys, at Page 49 in said Recorder's office bears North 20°04'03" West, 456.38 feet; thence leaving said southerly line South 07°03'18" West, 337.53 feet to a point on the northerly line of Lot B as shown on that certain map filed for record September 16, 2003 in Book 77 of Subdivision Maps at Page 34 in said Recorder's office, said point being the terminus of this description, shortening or extending the easterly line of this easement so as to terminate at the herein described boundaries.

Bearings and distances used in this description are based upon the California Coordinate System, Zone 2 (NAD83, epoch 2007.0). To obtain ground level distances multiply grid distances shown by .99998830.



Found Iron Bar & Tag  
LS 3192 in Concrete  
Per 11 RS 49



1606 W. Texas Street  
Fairfield, CA 94533

PH (707) 425-8234  
FAX (707) 425-1989

Plat to Accompany  
Legal Description  
Wang to City of Fairfield  
City of Fairfield California

Approved		
Drawn	CMW	Scale 1" = 100'
Date	10/25/2012	Sheet No.
Proj. No.	511007.5	of 2

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Fairfield, a municipal corporation by that certain Grant of Temporary Construction Easement Deed dated Oct 28, 2012, executed by **POK JEW VOON AND SUK JIN VOON, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 33 1/3%; SUR MIAO TUNG AND MEI-MEI YEH TUNG, HUSBAND AND WIFE, AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 33 1/3% AND; RICHARD L.T. WANG (AKA RICHARD L. WANG) AND ROSE HSU WANG, AS TRUSTEES OF THE RICHARD L.T. WANG AND ROSE HSU WANG REVOCABLE TRUST, DATED 8/18/1998 AS TO AN UNDIVIDED 33 1/3% INTEREST**, is hereby accepted by the undersigned officer on behalf of the City of Fairfield pursuant to the authority conferred by the City Council of the City of Fairfield at its meeting held on Dec 4, 2012 pursuant to its Resolution No. 2012-258 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: DECEMBER 28 2012

CITY OF FAIRFIELD,  
a municipal corporation

By: [Signature] <sup>Sut</sup>

Name: Sean P. Quinn

Title: City Manager

## ACKNOWLEDGMENT

State of California  
County of SOLANO

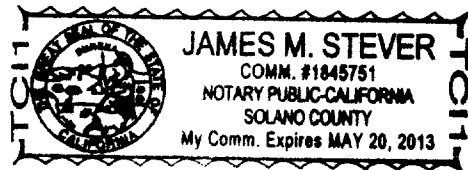
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Pok Jew Voon and Suk Jin Voon

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

## ACKNOWLEDGMENT

State of California  
County of SOLANO

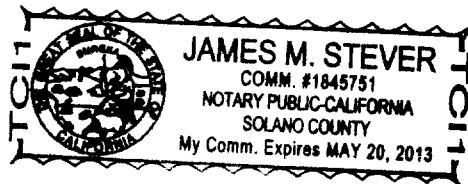
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Sur Miao Tung and Mei-Mei Yeh Tung

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

## ACKNOWLEDGMENT

State of California  
County of SOLANO

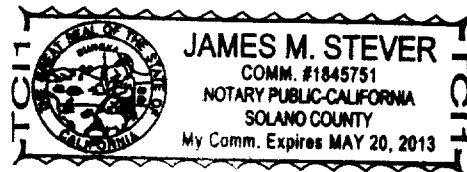
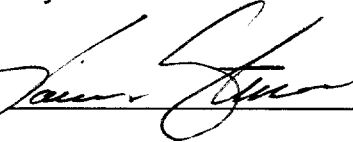
On 10-28-2012 before me, James M. Stever, Notary Public,  
(here insert name and title of the officer)  
personally appeared Richard L.T. Wang, Trustee and Rose Hsu Wang, Trustee

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Marc C. Tonnesen  
Solano County Assessor/Recorder  
675 Texas Street Suite 2700  
Fairfield, CA 94533-6338  
(707) 784-6210 Fax (707) 784-2475

## PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

SELLER/TRANSFEROR Voon, Tung, Wang		ASSESSOR'S PARCEL NUMBER 0174-010-180 (portion)	
BUYER/TRANSFeree City of Fairfield, a Municipality Corporation		BUYER'S DAYTIME TELEPHONE NUMBER (707) 428-7400	
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY Approx. 0.42 acres south of Markeley Rd and East of Peabody Rd in Fairfield, Solano County, California			
MAIL PROPERTY TAX INFORMATION TO (NAME) City Clerk, City of Fairfield			
ADDRESS 1000 Webster Street		CITY Fairfield	STATE ZIP CODE CA 94533
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.		MO	DAY YEAR

### PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO

- ☐ ☒ A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- ☐ ☒ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- ☐ ☒ \*C. This is a transfer between: ☐ parent(s) and child(ren) ☐ grandparent(s) and grandchild(ren).
- ☐ ☒ \*D. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? ☐ YES ☐ NO
- ☐ ☒ \*E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☒ F. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: \_\_\_\_\_
- ☐ ☒ G. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☒ H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: \_\_\_\_\_
- ☐ ☒ I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☒ J. This is a transfer of property:
- ☐ ☒ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☒ 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
- ☐ ☒ 3. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☒ 4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.
- ☐ ☒ K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☒ L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☒ M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- ☐ ☒ \*N. This transfer is to the first purchaser of a new building containing an active solar energy system.

\* If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**



**PART 2. OTHER TRANSFER INFORMATION***Check and complete as applicable.*

A. Date of transfer, if other than recording date: \_\_\_\_\_

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)☒ Contract of sale. Date of contract: 12-4-12 ☐ Inheritance. Date of death: \_\_\_\_\_☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: \_\_\_\_\_

Original term in years (including written options): \_\_\_\_\_ Remaining term in years (including written options): \_\_\_\_\_

☐ Other. Please explain: \_\_\_\_\_C. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: \_\_\_\_\_ %**PART 3. PURCHASE PRICE AND TERMS OF SALE***Check and complete as applicable.*

A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance.

\$ 145,000Down payment: \$ \_\_\_\_\_ Interest rate: \_\_\_\_\_ % Seller-paid points or closing costs: \$ 1,811Balloon payment: \$ 0☐ Loan carried by seller ☐ Assumption of Contractual Assessment\* with a remaining balance of: \$ 0

\* An assessment used to finance property-specific improvements that constitutes a lien against the real property.

B. The property was purchased: ☒ Through real estate broker. Broker name: Jim Stever Phone number: (707) 580-3976☐ Direct from seller ☐ From a family member☐ Other. Please explain: \_\_\_\_\_C. Please explain any special terms, seller concessions, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.  
\_\_\_\_\_  
\_\_\_\_\_**PART 4. PROPERTY INFORMATION***Check and complete as applicable.*

A. Type of property transferred

☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home  
☐ Multiple-family residence. Number of units: \_\_\_\_\_ ☐ Condominium ☐ Unimproved lot  
☒ Other. Description: (i.e., timber, mineral, water rights, etc.) vacant, undeveloped land ☐ Timeshare ☐ Commercial/IndustrialB. ☐ YES ☒ NO Personal/business property, or incentives, are included in the purchase price. Examples are furniture, farm equipment, machinery, club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ \_\_\_\_\_

C. ☐ YES ☒ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ \_\_\_\_\_

☐ YES ☒ NO The manufactured home is subject to local property tax. If NO, enter decal number: \_\_\_\_\_D. ☐ YES ☒ NO The property produces rental or other income.If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: \_\_\_\_\_E. The condition of the property at the time of sale was: ☐ Good ☒ Average ☐ Fair ☐ Poor**CERTIFICATION***I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief. This declaration is binding on each and every buyer/transferee.*

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER

DATE

NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)

TITLE

P. Quinn

City Manager

E-MAIL ADDRESS

cmo@fairfield.ca.gov

The Assessor's office may contact you for additional information regarding this transaction.