

**RECORDING FEES
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GOVERNMENT CODE §27383**

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Solano County
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RECORDING REQUESTED BY:
City of Vacaville

WHEN RECORDED MAIL TO:
Michelle Thornbrugh
City Clerk
City of Vacaville
650 Merchant Street, Vacaville, CA 95688

APN 135-080-070

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF VACAVILLE
AND BRIGHTON LANDING VACAVILLE LLC
REGARDING THE DEVELOPMENT OF REAL PROPERTY COMMONLY
REFERRED TO AS BRIGHTON LANDING**

AUGUST 9, 2013
DATE

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF VACAVILLE
AND BRIGHTON LANDING-VACAVILLE LLC
REGARDING THE DEVELOPMENT OF REAL PROPERTY COMMONLY REFERRED
TO AS BRIGHTON LANDING**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter “First Amendment”) is entered into this 9th day of August, 2013, by and between **BRIGHTON LANDING-VACAVILLE**, a Delaware limited liability company (“Developer”) and the **CITY OF VACAVILLE**, a municipal corporation (“City”), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code, and Division 14.17 of the Vacaville Municipal Code. City and Developer are also referred to hereinafter individually as “party” or collectively as the “parties.”

RECITALS

This First Amendment is made with reference to the following facts:

A. On March 12, 2013, the parties entered into an agreement entitled “Development Agreement By and Between the City of Vacaville and Brighton Landing LLC Regarding the Development of Real Property Commonly Referred to Brighton Landing” (hereinafter “Agreement”). The real property that is the subject of the Agreement is described in Exhibit A attached hereto and incorporated herein by reference *RECORDED ON JUNE 14, 2013 DOC # 201300060165*

B. Section 14.D of the Agreement provides that the Agreement may be amended by mutual consent of the parties and that the Director of Community Development (“Director”) is authorized to execute such amendment on behalf of City as an Administrative Amendment when the amendment does not relate to the Term of the Agreement, permitted uses of the Project Site, provisions for the reservation or dedication of land, the conditions, terms, restrictions and requirements relating to subsequent discretionary approvals of City, or monetary exactions of Developer. This First Amendment does not relate to any of the foregoing provisions of the Agreement. Rather, this First Amendment is entered into for the purpose of correcting the description of Developer and does not relate to the Term of the Agreement, permitted uses of the Project Site, provisions for the reservation or dedication of land, the conditions, terms, restrictions and requirements relating to subsequent discretionary approvals of City, or monetary exactions of Developer. Hence, the Director is authorized to execute this First Amendment on behalf of City.

NOW, THEREFORE, in consideration of the premises, covenants and provisions set forth herein, the parties agree as follows:

FIRST AMENDMENT

SECTION 1. WORDS AND PHRASES.

As used herein, the capitalized words and phrases shall have the same meaning as the capitalized words and phrases in the Agreement.

SECTION 2. AMENDMENT OF INTRODUCTORY PARAGRAPH.

The introductory paragraph on page 2 of the Agreement is amended to read in full as follows:

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this 12th day of March, 2013, by and between **BRIGHTON LANDING VACAVILLE**, a Delaware limited liability company ("Developer") and the **CITY OF VACAVILLE**, a municipal corporation ("City"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code, and Division 14.17 of the Vacaville Municipal Code. City and Developer are also referred to hereinafter individually as "party" or collectively as the "parties."

SECTION 3. OTHER TERMS AND CONDITIONS.

All other terms and conditions of the Agreement not expressly amended by this First Amendment shall remain in full force and effect.


SECTION 4. SIGNATORY'S AUTHORITY.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this First Amendment in the capacity indicated by his or her signature and agrees to be bound by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

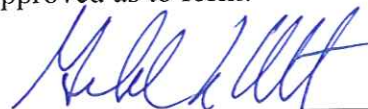
"CITY"

CITY OF VACAVILLE,
a Municipal Corporation



Maureen Carson, Director of Community
Development

Approved as to form:

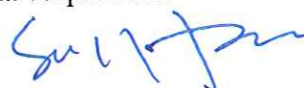


Gerald L. Hobrecht, City Attorney

"DEVELOPER"

BRIGHTON LANDING-VACAVILLE, LLC,
a Delaware Limited Liability Company

By: Vacaville Investor, LLC,
a Delaware Limited Liability Company
Managing Member

By Hearthstone, Inc.,
a California corporation
Manager 

Steven Porath, Vice President/General Counsel

STATE OF CALIFORNIA)
) ss:
COUNTY OF SOLANO LOS ANGELES)

On August 7, 2013 before me, CHERYL A. STUDLEY (here insert name of the officer), Notary Public, personally appeared STEVEN C. PORATH, 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.



Cheryl A Studley
Signature of Notary Public

[Seal]

STATE OF CALIFORNIA)
) ss:
COUNTY OF SOLANO)

On August 21, 2013 before me, Claudia Archer (here insert name of the officer), Notary Public, personally appeared Maureen Carson, 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.



Claudia Archer
Signature of Notary Public

[Seal]

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Solano, State of California, described as follows:

BEING PARCEL 1 AND A PORTION OF PARCEL 2 AS SAID PARCELS ARE SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 27, OF SURVEYS, AT PAGE 5, SOLANO COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN THAT LIES EASTERLY OF LEISURE TOWN ROAD AS LAST SAID ROAD IS DESCRIBED IN COUNTY ROAD PETITION NUMBER 131, SOUTHERLY OF ELMIRA ROAD AS LAST SAID ROAD IS DESCRIBED IN COUNTY ROAD PETITION NUMBER 477 AND WESTERLY OF THE 175 FOOT WIDE PACIFIC GAS AND ELECTRIC COMPANY EASEMENT AS SAID EASEMENT IS DESCRIBED IN BOOK 272 OF DEEDS, AT PAGE 82, EXCEPTING THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 24 THAT WAS RESERVED IN THE DEED RECORDED IN BOOK 1043 OF OFFICIAL RECORDS, AT PAGE 214 AND FURTHER EXCEPTING THEREFROM THOSE PORTIONS OF SAID SECTION 24 THAT ARE DESCRIBED IN THE DEEDS RECORDED IN BOOK 204 OF DEEDS, AT PAGE 250, AND BOOK 1153 OF OFFICIAL RECORDS OF SOLANO COUNTY, AT PAGE 120, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 24 WITH THE WEST LINE OF SAID PAGAC GAS AND ELECTRIC COMPANY EASEMENT; THENCE ALONG SAID WEST LINE, NORTH 00° 02' 07" WEST, 2208.73 FEET TO THE SOUTHERLY LINE OF SAID ELMIRA ROAD; THENCE ALONG SAID SOUTHERLY LINE NORTH 81° 08' 57" WEST, 1110.86 FEET; WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3274.00 FEET, A CENTRAL ANGLE OF 07° 21' 47" AND AN ARC LENGTH OF 420.74 FEET, AND NORTH 88° 30' 44" WEST, 1931.84 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 204 OF DEEDS, AT PAGE 250; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 1043 OF OFFICIAL RECORDS AT PAGE 214, SAID EAST LINES ALSO BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 24, SOUTH 00° 18' 44" EAST, 690.52 FEET TO THE SOUTHEAST CORNER OF LAST SAID PARCEL (1043 O.R. 214); THENCE ALONG THE SOUTHERLY LINE OF LAST SAID PARCEL, LAST SAID LINE BEING PARALLEL WITH THE SOUTH LINE OF SAID ELMIRA ROAD NORTH 88° 30' 44" WEST, 417.52 FEET TO THE EASTERLY LINE OF SAID LEISURE TOWN ROAD, LAST SAID LINE BEING PARALLEL WITH AND DISTANT 30 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 24; THENCE ALONG LAST SAID EASTERLY LINE SOUTH 00° 18' 44" EAST, 1901.03 FEET TO THE SOUTH LINE OF SAID SECTION 24; THENCE ALONG LAST SAID LINE NORTH 88° 19' 12" EAST, 2632.96 FEET TO THE WEST LINE OF THE SOLANO IRRIGATION DISTRICT'S 40 FOOT WIDE FROST CANAL (1153 O.R. 120); THENCE ALONG THE PERIMETER OF SAID FROST CANAL NORTH 00° 33' 11" WEST, 39.66 FEET, NORTH 89° 26' 49" EAST, 40.00 FEET AND SOUTH 00° 33' 11" EAST, 38.88 FEET TO THE SOUTH LINE OF SECTION 24; THENCE ALONG LAST SAID LINE, NORTH 88° 19' 12" EAST, 1180.88 FEET TO THE POINT OF BEGINNING.

THE REAL PROPERTY DESCRIBED ABOVE IS ALSO SHOWN AS "PARCEL A" IN THE CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 23, 2005, AS INSTRUMENT NO. 2005-00181528, OFFICIAL RECORDS OF SOLANO COUNTY.

APN: 0135-080-070

MARC TONNESEN
Solano County
Assessor/Recorder
675 Texas Street, Suite 2700
Fairfield, CA 94533-6338
(707) 784-6290 / Vitals 784-6294

P CITY OF VACAVIL

Rept # 567510 08/22/13 11:06AM

Description Fee

DOC# 201300083031 \$0.00
AMEND AGREEMENT
No Fee \$0.00

Total Amount Due \$0.00

Total Paid

NAT'L. PICNIC MONTH
PLEASE KEEP FOR YOUR REFERENCE