

SETTLEMENT AGREEMENT

AGREEMENT TO SETTLE DISPUTE BETWEEN TRIAD COMMUNITIES, LP AND COMMUNITY HOMES, INC., REGARDING THE LOWER LAGOON VALLEY POLICY PLAN IMPLEMENTATION PROJECT

This AGREEMENT TO SETTLE DISPUTE BETWEEN TRIAD COMMUNITIES, LP AND COMMUNITY HOMES, INC. REGARDING THE LOWER LAGOON VALLEY POLICY PLAN IMPLEMENTATION PROJECT (“**Agreement**”) is entered into as of this 7th day of ~~June~~^{July}, 2005, by and between Triad Communities, LP (“**Triad**”), a California limited partnership, and Community Homes Corporation, a Delaware corporation doing business in California as Endstay (“**Community Homes**”), for the purpose of fully and finally resolving their dispute regarding the Lower Lagoon Valley Policy Plan Implementation Project (the “**Project**”) and in particular Community Homes’ development of its adjacent property. Triad and Community Homes shall be collectively referred to herein as the “**Parties.**”

RECITALS

- A. Triad has filed applications for a vesting tentative map and planned development permit for the Project. On February 22, 2005, the Vacaville City Council approved those applications (the “**February 22 Approvals**”).
- B. The Project generally consists of 1,025 residential units, 700,000 square feet of commercial space, 50,000 square feet of retail space and a tournament-level golf course.
- C. Community Homes is the owner of that certain property shown in **Exhibit A** and consisting of approximately 22.4 acres adjacent to the property owned or controlled by Triad in the Lower Lagoon Valley (the “**Community Homes Property**”).
- D. The planned development permit for the Project conceptually showed ten (10) single-family residential lots, out of the total limit of 1,025 units for the Project, on the Community Homes Property, although the City of Vacaville’s (“**City**”) approval of that permit did not grant any specific approval or entitlement for development of the Community Homes

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Property beyond the allocation of ten (10) single-family residential lots for possible future development because no such application has been filed. The vesting tentative map does not include the Community Homes Property. Thus, Triad has not proposed and does not propose to subdivide or in any way further entitle or develop the Community Homes Property.

E. In conjunction with the Project, and for the service and support thereof, Triad, or its successors and assigns, will construct all backbone infrastructure (“**Backbone Infrastructure**”) on and off its property required for the Project, as such Backbone Infrastructure is further defined in the vesting tentative map application, final map application(s), infrastructure plan(s) and other documents submitted to and approved by City. This Agreement is not intended to supersede or modify any such Backbone Infrastructure plans or obligations as between Triad and City, now or in the future. ~~Nothing herein is intended to modify any existing or future Backbone Infrastructure plans or obligations in any way that would reduce or expand the rights and obligations of Community Homes hereunder.~~ For illustrative purposes, the Backbone Infrastructure is anticipated to include, but not be limited to: residential on-site costs, off-site costs, grading and storm drainage improvements within golf course, site mitigation, landscaping, golf course, and project contributions to City.

F. Triad does not propose to, nor is it obligated to, construct any Backbone Infrastructure or other improvements on or within the Community Homes Property or for any development or improvements thereon, except as expressly set forth in this Agreement.

G. The statutes of limitations to challenge the February 22 Approvals (the “**Limitations Periods**”) are generally 30 days from the date of filing of the Notice of Determination under the California Environmental Quality Act (California Public Resources Code section 21167) and 90 days under the California Planning and Zoning Law (California Government Code section 65009) and the California Subdivision Map Act (California Government Code section 66499.37).

H. On February 23, 2005, City filed a Notice of Determination for the Project with each the Solano County Clerk and the California State Clearinghouse.

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I. On April 7, 2005, Friends of Lagoon Valley filed a Petition for Writ of Mandate and Complaint for Injunctive Relief against the Project. Triad and Community Homes were named in that lawsuit as Real Parties in Interest.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, THE PARTIES HEREBY AGREE as follows:

I. OBLIGATIONS OF TRIAD

A. ***Allocation of Lots to Community Homes Property.*** Triad shall support, and shall not object to, City allocating ten (10) lots out of the 1,025 total allowed for the Project in the February 22 Approvals to the Community Homes Property for the future development of those lots for up to ten (10) single-family residences and ancillary infrastructure thereon (the “**Community Homes Project**”). Except by further mutual agreement of the Parties, Triad shall not propose to subdivide or develop more than 1,015 residential units on its property within the Project. Triad shall not object to or take any actions to interfere with the Community Homes Project. As used hereinafter, the term “Project” shall not refer to the portion of the above-described development to be undertaken, pursued, constructed or completed by Community Homes.

B. ***Payment to Community Homes.*** Triad shall pay to Community Homes \$300,000 cash within five (5) business days of the expiration of the Limitations Periods, provided that no litigation is filed against the Project during the Limitations Periods. If such litigation is filed, Triad’s obligation to pay the foregoing amount to Community Homes shall be tolled until the completion of such litigation and the expiration or resolution of any appeal(s) thereof, plus any portion of the original limitations periods that may remain after such resolution.

C. ***Infrastructure Credit.*** Triad shall grant Community Homes a credit against the first \$250,000 of Backbone Infrastructure costs for which Community Homes may become obligated in conjunction with its construction of the Community Homes Project under any reimbursement agreement, ordinance or requirement applicable to the Community

Homes Project, as further described in **Section II** below, or, in the alternative, if City prefers, Triad shall assume liability for payment of the first \$250,000 required of Community Homes under such reimbursement agreement. The \$250,000 credit amount shall be adjusted according to the applicable Engineering News Record Index, provided that such adjustment shall not start until Triad obtains its first grading permit for the Project and shall cease at the time Triad obtains its first residential building permit for Phase 2 of the Project.

D. ***Non-Discrimination in Infrastructure Construction.*** Triad shall construct the Backbone Infrastructure to the property line of the Community Homes Property as reasonably required for the Community Homes Project. Triad and Community Homes shall meet and confer and shall cooperate in good faith to ensure that such Backbone Infrastructure is constructed so as to facilitate the Community Homes Project without unreasonable additional expense to Triad. Triad shall construct such Backbone Infrastructure in a “non-discriminatory” fashion with respect to the Community Homes Property as compared to the Project. Notwithstanding the foregoing, all development in the Community Homes Project requiring water service shall either be located adjacent to the Zone 3 water system or at or below elevation 310 to facilitate water provision and in keeping with water supply pressure requirements imposed by City, as well as consistent with any other restrictions or limitations imposed by City at City’s sole and absolute discretion. Triad shall keep Community Homes regularly informed regarding the Project and shall, upon Community Homes’ reasonable request, share all information necessary for Community Homes to verify that the Backbone Infrastructure, and the other elements of Triad’s project relevant to Community Homes’ property, are sufficient for the Community Homes Project and are appropriately located or to be located at the boundaries of the Community Homes Property. Community Homes shall not have any right to dictate or direct any facet of the Project, including, but not limited to, the placement or construction of Backbone Infrastructure, except as expressly set forth above.

E. ***Construction of Firebreak.*** Triad shall construct any firebreak required by the City of Vacaville Fire Marshall for the Project and the Community Homes Project. It is anticipated that Triad would construct a firebreak on Community Homes Property to protect the Project until such time as Community Homes constructs the Community Homes Project

(the “**Interim Firebreak**”). When the lots on the Community Homes Property are established, Triad, at its sole cost and expense, shall construct a firebreak on Community Homes Property around the sides of house lots within the Community Homes Project that abut open space, rather than in areas between Triad’s property and the Community Homes Property to protect both the Community Homes Project and the Project (the “**Permanent Firebreak**”). The dimensions and features of such firebreaks shall be consistent with City requirements and sound practice and shall generally be as shown on **Exhibits B-1 (Interim Firebreak) and B-2 (Permanent Firebreak)**. Community Homes shall provide Triad with adequate rights of entry and adequate easement rights to construct the Interim Firebreak and the Permanent Firebreak. At such time as Community Homes commences site planning and design of the Community Homes Project, Community Homes and Triad shall meet and confer regarding the design and location of the Permanent Firebreak.

1. **Indemnification.** As a prerequisite to Triad constructing any of the facilities described in this Paragraph I.E, Community Homes shall provide Triad with a writing fully indemnifying, releasing and holding harmless Triad and its successors and assigns, if any, and any service district(s), community facilities district(s), homeowners association(s) and like entity(ies), from any claims arising from any fire damage to the Community Homes Property or the Community Homes Project. Community Homes shall extend such indemnification to the purchasers and residents of the Community Homes Project in the form of deed restrictions or other document(s) appropriate and effective for the purposes of notifying and binding such owners under this provision.

2. **Maintenance of Firebreaks.** Triad shall maintain the Interim Firebreak. Community Homes shall maintain the Permanent Firebreak.

3. **No Further Obligation.** Triad shall have no obligation to construct fire hydrants or related piping or water supply systems, or any other fire protection infrastructure on the Community Homes Property other than that specifically described in this Paragraph I.E.

F. **Construction of Landslide Protection and Landslide Repair.** Triad shall construct whatever protection from landslides City requires to protect the Project from

landslides at Triad's sole cost and expense. If and to the extent City and Triad decide such work must occur on the Community Homes Property, Community Homes shall provide Triad with adequate access and rights to the areas on which such landslide protection shall be built; provided, however, that Community Homes shall have the right to disapprove any such work that could prevent or unreasonably complicate development of the Community Homes Property for ten (10) residential lots. Such landslide protection may include water conveyance facilities. Except as City may direct, Triad shall have the right, but not the obligation, to construct landslide protection, including, but not limited to, the repair of landslides, on the Community Homes Property, subject to the prior written approval of Community Homes, which approval shall not be unreasonably withheld.

G. ***Construction of Second Driveway.*** At Community Homes' request, Triad shall provide a second driveway from the southern most cul-de-sac on Village II of the Project that is adjacent to the Community Homes Property up to the boundary of the Community Homes Property, in a location reasonably determined by Community Homes, Triad to grade, pave and install said driveway up to the west boundary of the Community Homes Property at Triad's sole cost and expense and in accordance with applicable City standards.

H. ***Lot Line Adjustment.*** Triad shall apply for, and shall take all reasonable actions to obtain, a lot line adjustment to shift that certain property adjacent to the southern end of Community Homes Property, as more particularly shown on **Exhibit C**, to Community Homes. Community Homes shall support the application with City for a lot line adjustment. Triad shall construct the road shown on Exhibit C generally adjacent to the ultimate southern boundary of the Community Homes Property (after the application for lot line adjustment is either approved or denied), provided that the final road design and location shall otherwise be within Triad's sole and absolute discretion, pursuant to applicable City standards.

II. OBLIGATIONS OF COMMUNITY HOMES

A. ***Community Homes Responsible for Development of its Property.***
Community Homes assumes all risks, obligations and costs for entitling the Community

Homes Property and for developing the Community Homes Project, including, but not limited to, constructing all infrastructure on the Community Homes Property necessary for the Community Homes Project, including, but not limited to, any tanks or other facilities (if required by City to supplement the Backbone Infrastructure specified in Section 1.D, above) necessary to supply adequate water for domestic, landscaping, fire protection or other purposes associated with the Community Homes Project. Community Homes shall not undertake any development on the Community Homes Property that would require water, sewer or other infrastructure services prior to Triad's completion of Backbone Infrastructure in Village II or Village III of the Project, whichever occurs first. If, at any time prior to commencing development of the Community Homes Property, Community Homes determines that it does not desire to develop all or a part of the Community Homes Project, it ~~may~~^{shall} notify Triad of that fact and ~~may~~^{shall} offer Triad all or a part of the ten (10) lots allocated to Community Homes on terms to be determined at that time. Owners of any homes developed in the Community Homes Project shall be eligible for membership in the golf course under the same terms and conditions as owners of homes in the Project.

B. *Community Homes Responsible for Payment for Backbone Infrastructure, Assessments and Fees Associated with the Community Homes Project.*

1. ***Assessments and Associations.*** Community Homes, and/or homeowners in the Community Homes Project, shall be subject to and solely responsible for payment of all assessments for maintenance and services pursuant to the same requirements that are applied to Triad and/or homeowners in the Project for the Project residential property, both as developed and undeveloped property. In conjunction with the first final subdivision map for the Community Homes Project, Community Homes shall either: (a) duly form a homeowners association or similar entity within the Community Homes Project to pay for all duly and validly levied assessments, community maintenance and community services, both on and off the Community Homes Property, or (b) annex into existing community association(s) formed for Village 2 within the Project as appropriate and to the extent allowed under applicable law. If Community Homes or residents of the Community Homes Project form their own homeowners association (alternative "(a)" above), said association shall join the master homeowners association for the Project,

provided that such joinder may be had on non-discriminatory terms. Under no circumstances may homeowners in the Community Homes Project opt out of or otherwise exclude themselves or be excluded from the master homeowners association for the Project. The foregoing is not exclusive of or intended to supersede, waive or transfer liability for any assessments or fees that City may levy against the Community Homes Property.

2. ***Fees and Exactions.*** Community Homes shall be solely responsible for all building permit fees and exactions for the Community Homes Project, including, but not limited to, traffic impact fees and school fees, pursuant to the same requirements to which Triad is subject for residential properties. The assessments and fees described above are generally described in Exhibits C and D to the Agreement to Settle Litigation Regarding Lower Lagoon Valley by and between Greenbelt Alliance, the City of Vacaville, and Triad adopted by City on December 7, 2004. The final amount of all such assessments and fees shall be as determined by City in its sole and absolute discretion, subject to the requirements of applicable law, including, but not limited to, the Mitigation Fee Act, California Government Code sections 66000, *et seq.*

3. ***Reimbursement Agreement.*** As a condition of entitlement of the Community Homes Project, Community Homes shall execute a reimbursement agreement to pay for Community Homes' fair share cost of the Backbone Infrastructure, as such cost is determined by the City of Vacaville at that time in a manner consistent with standard engineering criteria and practice, and as computed in **Paragraph II.B.4** below. Such reimbursement agreement shall be in a form mutually acceptable to the Parties and the City. The credit or payment described in **Section I.C** above shall be against the first \$250,000 of the reimbursement due under the agreement described in this **Paragraph II.B.3**.

4. ***Community Homes' Fair Share of Backbone Infrastructure.*** Community Homes' fair share of the Backbone Infrastructure cost shall be computed by dividing the number of entitled Community Homes lots by the total number of homes finally allowed (1,025, or fewer in the event that a settlement of further litigation requires a reduction in the total number of units allowed) and multiplying that result by the total residential share of Backbone Infrastructure costs (currently estimated to be approximately

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\$130,000,000 for the non-commercial portion of the Project) less the result of adding any amount paid for landscaping (currently estimated to be \$7,221,704) plus two-thirds the amount finally required for the golf course (currently estimated to be \$30,000,000 total), provided that the minimum landscaping deduction shall be \$10,000,000. For example, using the numbers in this Paragraph, Community Homes fair share would be \$975,609.76, computed by the following formula: $(10/1025) * (130,000,000 - 10,000,000 - (30,000,000 * (2/3)))$.

If Community Homes entitles fewer than ten (10) lots, the numerator in the first part of the above equation representing Community Homes' proportionate share of infrastructure cost shall be reduced accordingly.

C. ***Refrain from Objection or Challenge.*** Community Homes shall neither:

(a) object to or oppose, whether administratively, judicially or by initiative, referendum or otherwise, any action taken by City or Developer to adopt, approve, implement or develop the Project or any aspect or component thereof (provided such action by City or Developer is carried out in a manner consistent with this Agreement); nor (b) support, encourage or assist (including, without limitation, by providing financial or technical assistance) any other person or organization in so doing. Community Homes shall also not initiate, support, encourage or assist (including, without limitation, by providing financial or technical assistance) in any initiative measure or other legislative effort (whether city-wide or otherwise) specifically intended to impede in any way the adoption, approval, implementation or development of the Project or any permit or entitlement required for the Project. Without cost or expense to Community Homes, Community Homes shall cooperate with Triad in obtaining any further permits or entitlements needed for the Project, e.g., Army Corps of Engineers permit, notwithstanding the fact that Triad is solely responsible for obtaining such permits, including, but not limited to, any costs associated with obtaining such permits.

III. MUTUAL OBLIGATIONS AND MISCELLANEOUS PROVISIONS

A. ***Binding on Successors and Assigns.*** The obligations set forth above are binding on the Parties' heirs, successors, assigns and transferees, except that these obligations shall not bind the bona fide purchaser(s) of individual, single-family (attached or detached) homes for personal residence purposes, provided, however, that the purchasers of each lot established on the Community Homes Property shall be bound to the indemnity obligation set forth in **Paragraph I.E** above. Nothing herein contained, however, shall be

deemed to limit the liability of lot owners or parcel owners within the Community Homes Property for assessments, levies and charges lawfully imposed on said properties, except as expressly stated herein. Nothing herein shall be deemed to limit the ability of Triad or Community Homes to assign their respective rights under this agreement.

B. ***Sole and Final Agreement.*** Except as otherwise specifically provided herein, this Agreement (including the documents attached as exhibits hereto) is intended to be and is the final expression of the agreement between the Parties with respect to the matters described herein, and is intended as and is the complete, exclusive and entire statement of the terms of the settlement by and between the Parties. As such, this Agreement supersedes and fully and completely extinguishes any prior understandings or agreements by or between the Parties with respect to the settlement of these matters, whether oral or written, express or implied.

C. ***Warranty of Authority.*** By executing this Agreement, each of the undersigned covenants, warrants, and represents that he, she or it is fully authorized to enter into this Agreement.

D. ***Mutual Cooperation.*** Each of the Parties shall execute and deliver to the others all such other further instruments and documents, and take all other such actions, as may be reasonably necessary to carry out the terms and provisions of this Agreement and secure to the others the full and complete enjoyment of their respective rights and privileges hereunder; provided, however, that the foregoing shall not serve to impose any liability on either party or require either party to incur expense beyond the express requirements and terms hereof. The Parties agree not to take positions inconsistent with the terms of this Agreement and to exercise care in raising issues that may be contentious by first attempting to meet and resolve such issues with the others in good faith.

E. ***Notices.*** Except as otherwise specifically set forth herein, all notices or other communications specifically required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier (such as Federal Express), or by telefacsimile or electronic mail with copies sent by overnight courier or U.S. Postal Service

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the following day, to the addresses or telefacsimile numbers set forth below. Any party may at any time change its address or telefacsimile number for the delivery of notice upon five (5) days' written notice to the Parties.

COMMUNITY HOMES
336 Bon Air Center, Suite 335
Greenbrae, California 94904
Telephone: (415) 925-8630
Telefacsimile: (415) 925-9242

TRIAD COMMUNITIES, LP
1095 Hiddenbrooke Parkway
Vallejo, California 94591
c/o Curt Johansen
Telephone: (707) 557-1184
Telefacsimile: (707) 557-1187

with a copy to:

David Levy, Esq.
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94596
Telephone: (415) 268-6238
Telefacsimile: (415) 276-7084

F. ***Execution in Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signed documents, which facsimile copies or counterparts shall be binding upon the Parties.

G. ***Time of the Essence.*** Time is of the essence in the implementation of this Agreement.

H. ***Interpretation; Governing Law; Venue.*** This Agreement shall be interpreted, and the rights and the duties of the Parties shall be determined, in accordance with the laws of the State of California, as applied to contracts entered into and performed (or capable of performance) in California by California persons or entities. In the event that suit shall be

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brought by any party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of California, County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

I. ***Headings; Cross-References; Exhibits.*** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference as if fully set forth herein.

J. ***No Duress.*** This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part of, or on behalf of, any of them. Each of the Parties to this Agreement has read and full understands the meaning of each provision of this Agreement and has relied on the independent advice and representation of legal counsel in entering into this Agreement.

K. ***Construction.*** This Agreement has been reviewed by legal counsel for all Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or application of this Agreement.

L. ***Equitable Relief and Attorneys Fees in the Event of Challenges to this Agreement by the Parties.*** Because the amount of damages in the event of a breach of this Agreement may be difficult or impossible to determine, the obligations of the Parties shall be enforceable by specific performance or other equitable relief, in addition to any other available remedy. If any legal action, arbitration or other proceeding is brought by any of the Parties to enforce, challenge or interpret any provision of this Agreement, the prevailing party shall, to the extent permissible by law, be entitled to reasonable attorneys fees and costs incurred therein, in addition to any other relief in law or equity to which the party may be entitled.

EXHIBIT "A"

COMMUNITY HOMES CORP
PARCEL #0128-050-120

CITY OF VACAVILLE

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF PARCEL 1 OF THAT CERTAIN PARCEL MAP AS FILED IN BOOK 14 OF PARCEL MAPS AT PAGE 78, SOLANO COUNTY RECORDS; SAID POINT IS THE EASTERLY TERMINUS OF THAT COURSE SHOWN AS NORTH 89°40'06" EAST, 134.84 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 1 AND PARCEL "E" NORTH 75°42'09" EAST 106.62 FEET; THENCE SOUTH 7°28'55" EAST 2,327.85 FEET TO A POINT BEING THE MOST SOUTHEASTERLY CORNER OF PARCEL "E" AS SAID PARCEL IS SHOWN ON SAID PARCEL MAP; SAID POINT ALSO LIES ON THE NORTHERLY BOUNDARY OF SECTION 5, T 6 N, R 1 W, M.D.B. & M.; THENCE LEAVING SAID PARCEL "E" IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SECTION 5 TO A POINT MARKING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 89°25' WEST, 2,208.65 FEET AS DESCRIBED IN A DEED FROM LAGOON VALLEY ASSOCIATES TO THE CITY OF VACAVILLE RECORDED ON JUNE 30, 1992 IN BOOK 1992 OF DEEDS AT PAGE 58498; THENCE IN A NORTHERLY DIRECTION ALONG THE BOUNDARY OF SAID DEED FROM A TANGENT BEARING OF NORTH 00°40'00" WEST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 50°20'00" FOR AN ARC LENGTH OF 298.68 FEET; THENCE NORTH 40°20'00" WEST 105.00 FEET; THENCE WESTERLY FROM A TANGENT BEARING OF SOUTH 76°45'00" WEST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 500.00 FEET THROUGH A CENTRAL ANGLE OF 42°40'00" FOR AN ARC LENGTH OF 372.34 FEET; THENCE NORTH 60°35'00" WEST 228.00 FEET; THENCE NORTH 09°50'00" WEST 200.00 FEET; THENCE NORTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 44°10'00" FOR AN ARC LENGTH OF 154.17 FEET; THENCE NORTHERLY ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 91°10'00" FOR AN ARC LENGTH OF 159.12 FEET; THENCE NORTH 56°50'00" WEST 295.00 FEET; THENCE NORTH 07°44'11" WEST 239.59 FEET; THENCE NORTH 17°40'00" EAST 98.00 FEET; THENCE EASTERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 95°30'00" FOR AN ARC LENGTH OF 166.68 FEET; THENCE SOUTH 66°50'00" EAST 355.00 FEET; THENCE NORTH 29°10'00" EAST 138.00 FEET; THENCE NORTHWESTERLY FROM A TANGENT BEARING OF NORTH 90°00'00" WEST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 58°10'00" FOR AN ARC LENGTH OF 304.56 FEET; THENCE NORTH 31°50'00" WEST 140.00 FEET; THENCE NORTH 68°00'00" WEST 130.00 FEET; THENCE NORTH 43°20'00" WEST 115.00 FEET; THENCE NORTH 30°00'00" WEST 155.00 FEET; THENCE NORTH 39°00'00" EAST 140.00 FEET; THENCE NORTH 42°00'00" WEST 70.00 FEET; THENCE SOUTH 71°00'00" WEST 105.00 FEET; THENCE NORTH 25°00'00" WEST 50.00 FEET; THENCE NORTH 54°00'00" EAST 300.00 FEET; THENCE NORTH 36°00'00" WEST 70.00 FEET; THENCE SOUTH 75°50'00" WEST 320.00 FEET; THENCE 63°12'15" WEST 149.65 FEET TO THE POINT OF BEGINNING.

END OF DOCUMENT



EXHIBIT "A"

COMMUNITY HOMES CORP

PARCEL #0128-050-110

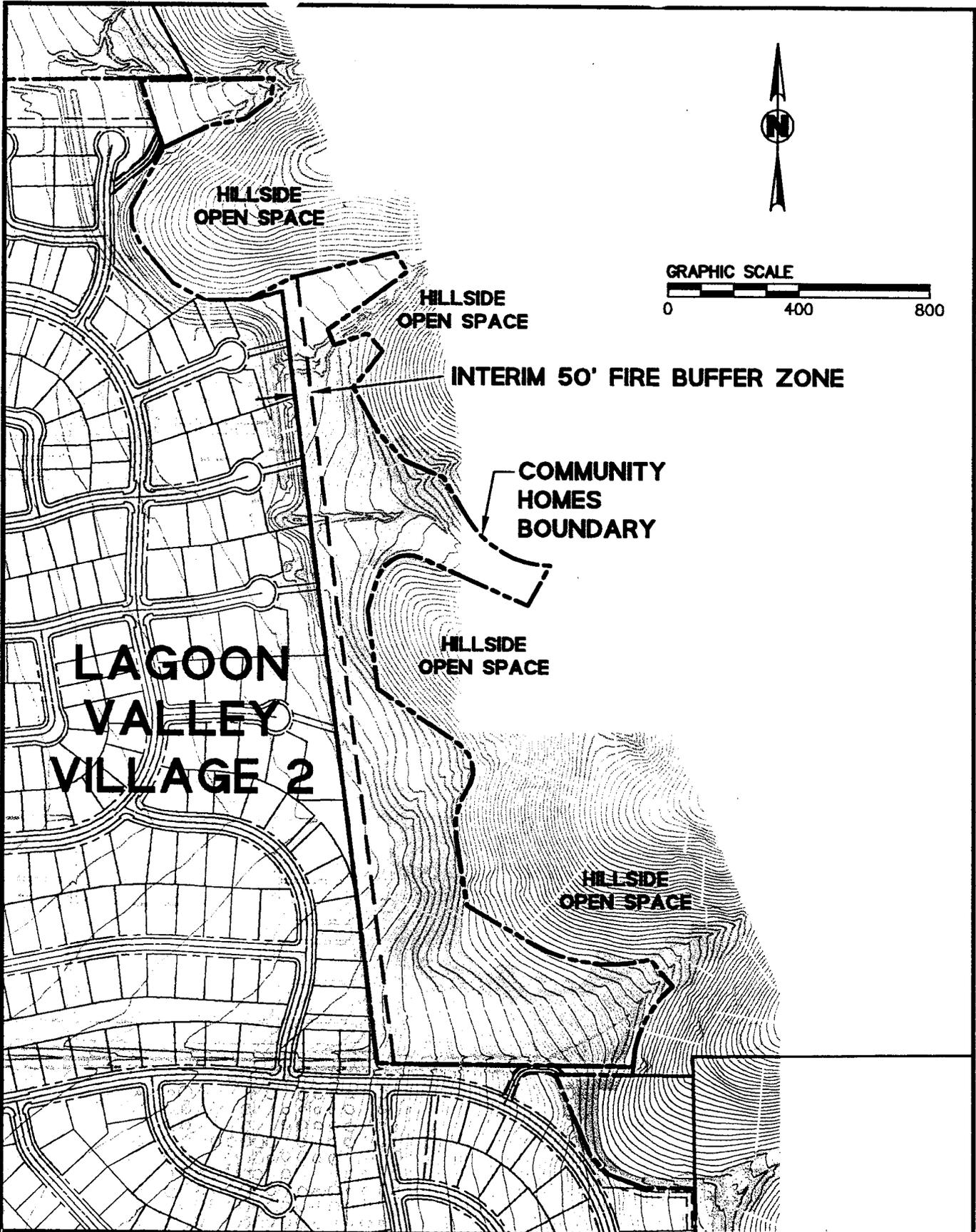
CITY OF VACAVILLE

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1 OF THAT CERTAIN PARCEL MAP AS FILED IN BOOK 14 OF PARCEL MAPS AT PAGE 78, SOLANO COUNTY RECORDS; THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 1 IN A SOUTHERLY DIRECTION, SOUTH 19°22'32" EAST, 220.07 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY GRANTED TO THE CITY OF VACAVILLE BY LAGOON VALLEY ASSOCIATES IN A GRANT DEED RECORDED ON JUNE 30, 1992 IN BOOK 1992 AT PAGE 58498; THENCE LEAVING SAID PARCEL 1 BOUNDARY AND CONTINUING ALONG THE MEANDERINGS OF THE WESTERLY BOUNDARY OF SAID DEED, NORTH 64° EAST, 170.00 FEET; THENCE NORTH 80° EAST, 110.00 FEET; THENCE NORTH 53° EAST, 100.00 FEET; THENCE NORTH 06° WEST, 63.51 FEET; THENCE NORTH 88°41'00" WEST 407.41 FEET TO THE POINT OF BEGINNING.

END OF DOCUMENT



DRAWING NAME: J:\Eng02\020223\DWG\VTM-2004\EXHIBITS\05_0225 Community Homes Settlement agreement exhibits\EXHIBIT B-1.dwg
PLOT DATE: 03-02-05
PLOTTED BY: nyga



540 PRICE AVENUE
REDWOOD CITY, CA 94063
650/482-6300
650/482-6399 (FAX)

ENGINEERS / SURVEYORS / PLANNERS

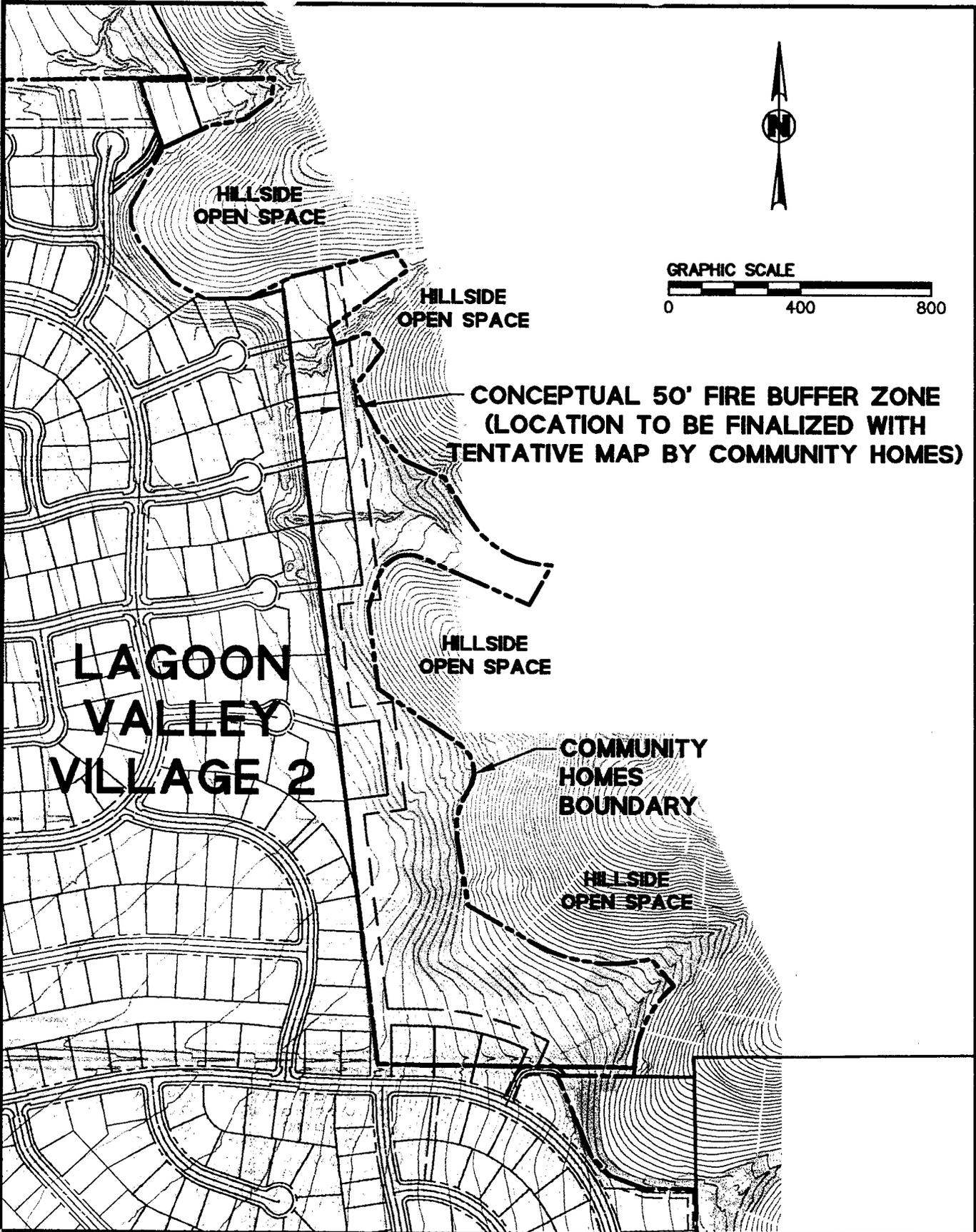
EXHIBIT B-1 INTERM FIREBREAK

Drawn BAN
Job No. 20020223-13

Checked TMA
Date 03/02/05

Approved TMA

DRAWING NAME: J:\E0002\020223\DWG\VTM-2004\EXHIBITS\05_0225 Community homes Settlement agreement exhibit B-2.dwg
PLOT DATE: 03-02-05 PLOTTED BY: nycg



540 PRICE AVENUE
REDWOOD CITY, CA 94063
650/482-6300
650/482-6300 (FAX)

ENGINEERS / SURVEYORS / PLANNERS

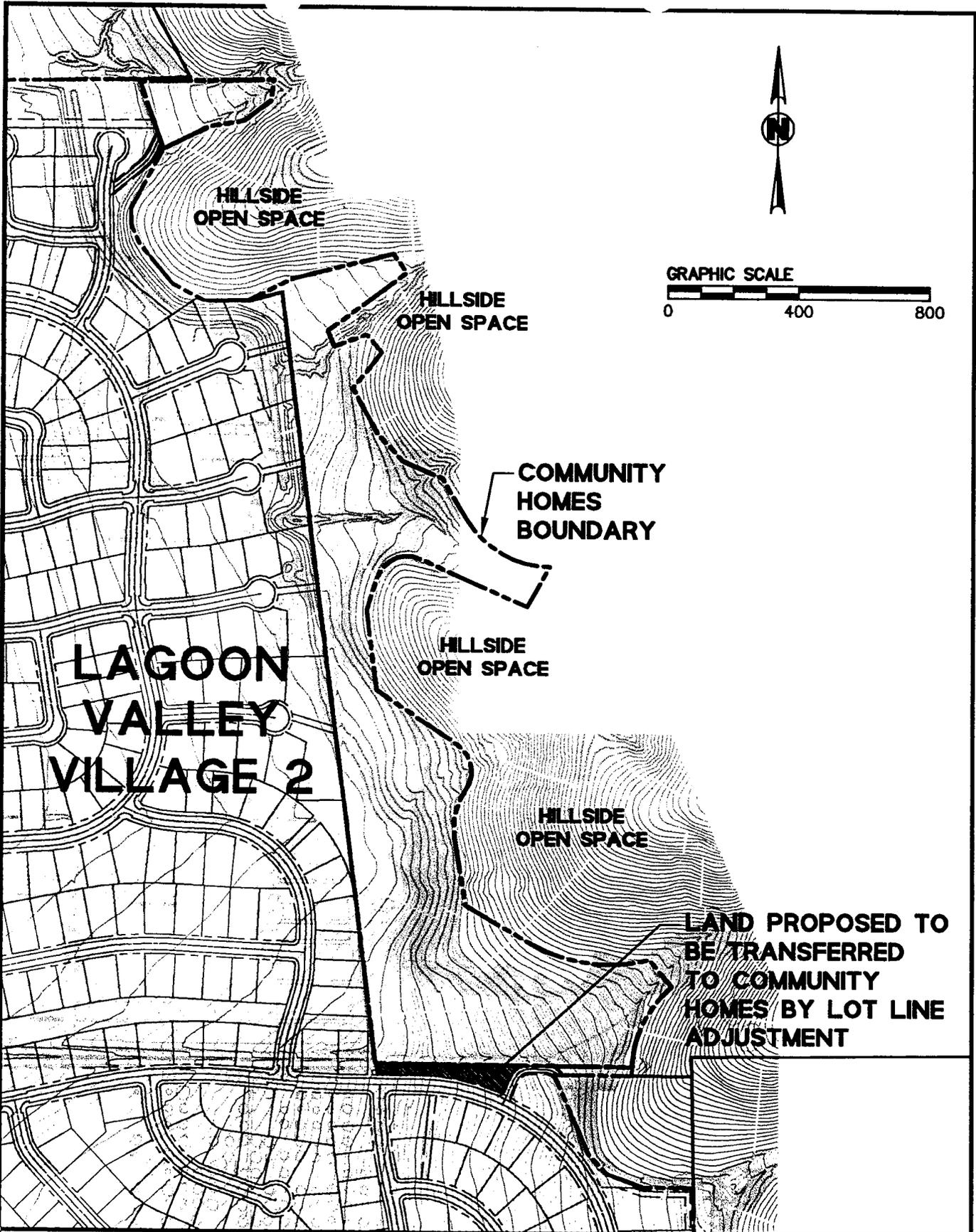
EXHIBIT B-2 PERMANENT FIREBREAK

Drawn BAN
Job No. 20020223-13

Checked TMA
Date 03/02/05

Approved TMA

DRAWING NAME: j:\eng02\020223\0WG\VTM-2004\EXHIBITS\05_0225 Community homes Settlement agreement exhibit C.dwg
PLOT DATE: 03-02-05 PLOTTED BY: nysa



LAGOON VALLEY VILLAGE 2



540 PRICE AVENUE
REDWOOD CITY, CA 94063
650/482-6300
650/482-6399 (FAX)

ENGINEERS / SURVEYORS / PLANNERS

EXHIBIT C LOT LINE ADJUSTMENT

Drawn BAN
Job No. 20020223-13

Checked TMA
Date 03/02/05

Approved TMA