



81 Broadway Street  
Suite 201-070  
Asheville, NC 28801  
p 828.348.6142 / f 828.348.6147  
www.custermelnyk.com

July 11, 2023

VIA Email Only

Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688  
Attn: Chris Lee, General Manager

**RE: Offer to purchase +/- 950 acres of Petersen Ranch for up to \$17,000,000, all-cash, including option to later elect to reduce the purchase price and instead receive swap of any portion of the +/- 710 acres of irrigated Coelho ranch, north of Lindsey Slough**

Dear Chris,

As you know, our firm represents Flannery Associates LLC (“Flannery”). Following the publication of the recent Wall Street Journal article regarding Flannery, it has come to our attention that when SCWA declined Flannery’s offer earlier this year, this was allegedly not due to the merits of Flannery’s offer, but largely based on a concern at SCWA that Flannery may be foreign owned.

Since this is not the case and Flannery has multiple ways of proving – and providing legally binding assurances with real consequences – that is it not foreign owned (which are discussed further below in this letter), we wanted to provide SCWA with a final offer for your consideration.

**Please see attached a new fresh offer for up to \$17,000,000, all cash (\$16,000,000 purchase price and \$1,000,000 refund of any costs you had incurred on the property). The offer is identical to the April 2023 offer, except that you can now elect at any time during the first 60 days to swap out part of the cash purchase price for any reasonable portion of the Coelho Ranch that you would like.** For an example, you could take 200 acres of the Coelho Ranch which are most valuable for your purposes, and reduce the purchase price by \$3,368,000, leaving you with both cash and valuable mitigation lands adjacent to your existing holdings. We believe this added flexibility would let SCWA achieve everything it needs out of the deal – a true best of the both worlds scenario.

Unfortunately, we cannot hold out this offer for very long given the inclusion of the cash component. Flannery has just committed a very large portion of its remaining capital budget in connection with the settlement of their recent antitrust complaint against certain defendants, and they anticipate further settlements shortly, which would result in their inability to honor the terms of this offer beyond that time. **As a result, the attached offer is executed by the Flannery, binding, and good through Friday, July 21, 2023.**

We understand that some of your staff and board members would prefer to know the ultimate ownership group, and not just have a guarantee that Flannery is U.S. owned, but we would assume that this also needs to be balanced against SCWA’s fiduciary duties towards its other stakeholders, such as taxpayers and rate payers.



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Our understanding is that SCWA's annual budget is about \$30,000,000. SCWA purchased the entire 1,600-acre Petersen Property for approximately \$7,000,000 as recently as 2017. Except for Flannery's purchases, if the 950 acres under this offer were to be sold in the open market, the likely purchase price would be essentially a pro-rated share of the \$7,000,000, i.e., less than \$5,000,000. **In contrast, Flannery is offering \$17,000,000 for the property, i.e., a premium of over \$12,000,000, or about 40% of SCWA's annual budget.**

**This is \$12,000,000 that SCWA would not have to charge its tax or rate payers, and \$12,000,000 that SCWA could use towards many of the priorities that are of critical importance to the residents of Solano County, including projects such as North Bay Aqueduct Alternate Intake, flood protection, etc.** All we ask that is the offer is evaluated with a balanced view that incorporates this perspective, and that considers what happens if SCWA declines the offer, and then finds itself needing to find additional funds for critical projects, but Flannery has spent its budget and this opportunity is gone.

We would note here that as you may be aware, Flannery recently closed on a purchase of a 6,200-acre property from the Sacramento Municipal Utility District ("SMUD"), i.e., another large, well-respected, and local public agency. SMUD's executives and Board had similar questions about dealing with an entity where they did not have the full information regarding its investors, but my understanding is that ultimately they concluded that their primary responsibility was to their ratepayers and to the larger goals they had (such as their 2030 Carbon Neutral Plan), and that if Flannery's above-market offer helped them monetize an asset at well above-market rates, and by doing so, reduce their rates and help meet their goals, they ultimately had the obligation to do what was right for their rate payers.

**With regards to the question of foreign ownership, Flannery has recently made it clear that is not foreign owned – in completely unambiguous terms – to the federal government.** Attached on page 4 below, you will find a letter that my client has recently delivered, through other outside counsel, to the U.S. Department of Agriculture regarding its compliance with the Agricultural Foreign Investment Disclosure Act ("AFIDA"). Some of you may have already seen a copy of this letter, as it has been locally distributed and also delivered to various news outlets.

We want to note a few key facts here.

First, the letter was issued by the national law firm of Skadden Arps. As your general counsel will confirm, law firms – and especially national law firms – do not issue unambiguous, black and white letters saying that something is true or not unless they have extensive due diligence on their clients' operations and they are certain what they are saying is the case.

Second, if a foreign entity fails to report its purchase of agricultural lands under AFIDA, this carries penalty of up to 25% of the value of the property it purchased. Given that Flannery invested close to \$800 million in the area, failing to report such foreign ownership to AFIDA – if Flannery were actually foreign owned – would expose them to penalties of up to \$200 million.

Third, given the statements in the letter, and the penalties for non-compliance, we assume that this would provide more than enough comfort that SCWA is not dealing with a foreign entity, but Flannery is willing to go even further. While Flannery's investors are private (and have rights to such privacy under both state



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and federal law), they are willing to provide a third final assurance to SCWA. **As described in Section 10 of Addendum #1 in the attached offer, should it be discovered that the statements in the USDA letter on the next page are not correct, SCWA can unwind the deal and retain the \$2,000,000 deposit as liquidated damages.**

We understand that the July 21st expiration makes it challenging to schedule the meetings required to discuss and possibly negotiate/accept the offer, but we have reviewed the Brown Act requirements and we believe that this is possible. If you had told us about the foreign ownership concerns as the primary problem back in April, we could have had more time to resolve the issues, but unfortunately now we have limited time. If you have any questions, please do not hesitate to reach out to me at 828-348-6156. I look forward to working with you on this.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard W. Melnyk", written in a cursive style.

Richard W. Melnyk, Esq.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
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**FOIA CONFIDENTIAL  
TREATMENT REQUESTED**

June 21, 2023

Mary Estep  
Program Manager  
U.S. Department of Agriculture  
1400 Independence Avenue, SW  
Room 3112-S / Stop 0508  
Washington, DC 20250-0508  
mary.estep@usda.gov

Dear Ms. Estep:

On behalf of Flannery Associates LLC (“Flannery”) we write in response to your letter dated June 6, 2023, where you wrote that you were notified about Flannery’s acquisition of an interest in agricultural land that may be subject to the provisions of the Agricultural Foreign Investment Disclosure Act of 1978 (“AFIDA”).

No foreign person (as defined at 7 C.F.R. 781.2(g)) or group of foreign persons holds any significant interest or substantial control (as defined at 7 C.F.R. 781.2(k)) over Flannery, either now or at the time of any land purchase made by Flannery. Accordingly, Flannery is not (and has never been) a foreign person as defined at 7 C.F.R. 781.2(g), and Flannery has determined it is not required to file an AFIDA report with the Secretary of Agriculture.

If you have any questions or need additional information, please feel free to contact me at (202) 371-7540.

Sincerely,



Michael E. Leiter  
Counsel to Flannery Associates LLC

## **ADDENDUM #1 TO VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

That certain CAR document entitled “Vacant Land Agreement and Joint Escrow Instructions” dated July 11, 2023 ( “VLPA”, as modified by this Addendum #1, collectively being the “Agreement”), by and between Flannery Associates LLC, a Delaware limited liability company ( “Buyer”), and Solano County Water Agency ( “Seller”, and collectively with Buyer, “Parties”), is hereby amended as follows. In the event of any conflict between the terms of this Addendum #1 and the terms of the VLPA, the terms of this Addendum #1 shall control. All other terms of the VLPA not in conflict with the express terms of this Addendum #1 are hereby ratified.

1. **Property**: “Property” shall mean (i) the portion of APNs 0042-170-190, 0042-170-200, 0042-170-210, 0042-170-220, 0042-170-230 depicted as “Petersen Dryland” on Schedule A attached hereto, containing approximately 950 acres (“Property A”), and (ii) APN 0048-090-070 (“Property B”).
2. **Purchase Price**: The Purchase Price shall be \$16,000,000, all cash at Close of Escrow.
3. **Mitigation Work Reimbursement**: At Close of Escrow, in addition to the Purchase Price, Buyer shall reimburse Seller for all out-of-pocket expenses incurred by Seller in connection with mitigation work on the Property (such as, but not limited to, studies, planning, as well as actual physical work to the Property itself), such amount not to exceed \$1,000,000.
4. **Initial Deposit**: The Initial Deposit shall be \$2,000,000, which shall become non-refundable immediately upon deposit with Escrow Holder, and which will be released to Seller within three (3) business days following Seller’s request for such release to Escrow Holder.
5. **Due Diligence Period**: Buyer shall have sixty (60) days from Acceptance (the “Due Diligence Period”) for due diligence, which shall consist of non-invasive tests only. Any Property access must be approved by Seller, not to be unreasonably withheld.
6. **AS-IS, WHERE-IS**: Buyer acknowledges that it is purchasing the Property AS-IS, WHERE-IS, WITH ALL FAULTS.
7. **Closing Costs & Escrow/Title Company**: Buyer shall pay all escrow/title closing costs and the county transfer tax. Escrow Holder and Title Company shall be Placer Title (Fairfield Office). Each party shall be responsible for the commission of its broker, if any.
8. **Lot Line Adjustment**: Property A is part of a larger legal parcel, approximately 1,600 acres in total (the “Petersen Property”). Within thirty (30) days after Acceptance, Buyer shall obtain an ALTA survey of the Petersen Property, and propose a legal description for Property A, which shall be materially consistent with the “Petersen Dryland” area shown in Schedule A, which shall not exceed 950 acres in total, and which shall be subject to Seller’s approval, such approval not to be unreasonably withheld, conditioned, or delayed. At Close of Escrow, a lot line adjustment shall be recorded as between Property A and APN 0042-170-090 (the “Orcutt Property”), which is immediately south of and adjacent to Property A and owned by Buyer, such that Property A is removed from the Petersen Property and added to the Orcutt Property (the “Lot Line Adjustment”, the Orcutt Property with Property A, the “New Orcutt Property”, and the Petersen Property less Property A being the “SCWA Property”). All required documents, surveys and approvals for the

finalization of the Lot Line Adjustment shall be prepared and obtained by Buyer at Buyer's sole cost and expense; provided, however, that Seller shall cooperate in good faith with Buyer in all respects in connection therewith at no out of pocket cost to the Seller, which cooperation shall include signing any and all commercially reasonable documents required in order effectuate the same.

For the avoidance of doubt, the Lot Line Adjustment shall not be deemed ready for purposes of proceeding with Close of Escrow (the date when ready being the "LLA Ready Date") unless and until each of the following have occurred: (i) Solano County has delivered all required written approvals with respect to the Lot Line Adjustment, including but not limited to the new legal descriptions of the New Orcutt Property and the SCWA Property, all of which also having been approved by Buyer and Seller, and (ii) a certificate of compliance of the New Orcutt Property and the SCWA Property, and any other required documents, are approved and ready for recording in the Official Records. Seller shall not unreasonably withhold, condition or delay its consent with respect to any approvals under this Section 8. In the event Seller fails to respond within ten (10) business days following any written request for approval, such approval shall be deemed granted.

Notwithstanding anything else to the contrary in this Agreement, Seller shall retain all surface water rights (including but not limited to riparian, appropriative and pre-1914 rights) presently held by or associated with the Petersen Property, which shall all be retained with the SCWA Property.

In the event that the LLA Ready Date has not occurred on or prior to the date that is eight (8) months following Acceptance (or if later, the date Seller elects to receive Coelho Swap Area (hereinafter defined) under Section 9 below), then Seller shall use its good faith reasonable commercial efforts to undertake to subdivide the Petersen Property to create Property A as a separate legal parcel, shall thereafter convey Property A to Buyer at closing. In this case, the LLA Ready Date shall be adjusted accordingly to have meaning consistent with the preceding paragraph.

9. **Coelho Ranch Swap**: Notwithstanding anything to the contrary contained herein, at any time during the Due Diligence Period, Seller shall have the right, on the terms set forth in this Section 9, to elect to receive a one for one swap of cash for acreage (i.e. a \$16,842 reduction in Purchase Price for each acre of additional land acquired by Seller) on Solano County APN's 0042-150-030, 0042-150-160, 0042-150-280 ("Coelho Ranch"). Seller must notify Buyer of such election in writing on or prior to the expiration of the Due Diligence Period, time being of the essence, and in such written notice clearly specify which portion of Coelho Ranch Seller would like to receive in lieu of cash and the estimated acreage of such portion of Coelho Ranch, which shall be subject to survey confirmation (such area being the "Coelho Swap Area").

The Coelho Swap Area shall be one contiguous area, and shall not leave any unnatural gaps, gores or strips of property within the remaining Coelho Ranch, nor may it bisect the remaining Coelho Ranch into more than one contiguous parcel, and shall be of at least such size that permits a legal subdivision of the Coelho Ranch so as to create such Coelho Swap Area as a separate legal parcel. In the event that the Coelho Swap Area would not have access to existing roadways, access may be perpetual access easement not more than thirty (30) feet wide traversing the Coelho Ranch in such a location as to provide commercially reasonable access to the Coelho Swap Area in a manner which limits the impact on the remaining Coelho Ranch as much as is reasonably practicable, which will run with the Coelho Swap Area and which may be relocated at Buyer's sole cost and expense.

In the event that the Coelho Swap Area is not a legal parcel, Buyer shall perform a subdivision of the Coelho Ranch in order to be able to complete such sale.

Any subdivision creating the Coelho Swap Area as a legal parcel shall be conducted in such a way as to allocate to any water rights (including but not limited to riparian, appropriative and pre-1914 rights) presently held by or associated with the Coelho Ranch in an equitable manner between the different portions of the Coelho Ranch based upon relative acreage (for example, if SCWA elects to purchase 50% of the acreage of Coelho Ranch, as determined by the final ALTA survey, then SCWA's parcel shall receive 50% of the water rights). Notwithstanding anything to the contrary contained herein, all agreements and instruments associated with or affecting the allocation of water rights or claims of right as contemplated by this Agreement, including but not limited to agreements or instruments associated with any subdivision, shall be prepared by Buyer and be subject to Seller's review and approval, not to be unreasonably withheld.

If necessary in order to deliver water to both portions of the Coelho Ranch, upon the final Close of Escrow, the parties shall execute an easement across the Coelho Ranch that purpose. The foregoing easement shall be on a form prepared by Buyer, which shall be subject to the review and approval of Seller, not to be unreasonably withheld.

In the event that Seller makes an election to receive any portion of the Coelho Ranch under this Section 9, then the Close of Escrow shall be extended for such time as is reasonably required for Buyer to close on the Coelho Ranch and create the Coelho Swap Area as a separate legal parcel, and the LLA Ready Date shall be amended to mean the date that BOTH lot line adjustment in Section 8 and the subdivision in Section 9 complete.

- 10. Closing:** Close of Escrow shall be ten (10) days after the LLA Ready Date (defined above). At Close of Escrow, all documents required to effectuate the Lot Line Adjustment(s) shall be recorded in the Official Records, and Seller shall quitclaim its interest in the New Orcutt Property to Buyer pursuant to the form of Quitclaim Deed attached hereto as Schedule B, and if applicable, Buyer shall grant the Coelho Swap Area to Seller pursuant to the form of Grant Deed attached hereto as Schedule C. Additionally, at Close of Escrow, Buyer shall grant to Seller, for the benefit of the SCWA Property, a 30 feet wide perpetual access easement that will run with the SCWA Property, providing commercially reasonable access to the SCWA Property over and across the New Orcutt Property, which easement shall run along existing access roads, but may be relocated at Buyer's sole cost and expense.
- 11. Representations and Warranties Regarding Buyer Ownership:** Buyer represents and warrants to Seller that the letter attached hereto as Schedule D (the "USDA Letter") (i) was delivered to the United States Department of Agriculture (the "USDA") and is the true correct and complete version thereof, (ii) was true in all material respects at the time it was delivered to the USDA, (iii) is true in all material respects as of the date of this Agreement, and (iv) shall be true in all material respects as of the Close of Escrow. In the event of a breach of the foregoing warranty, (a) if discovered prior to Close of Escrow, Seller may immediately terminate this Agreement and retain the entire Initial Deposit as liquidated damages, and (b) if discovered after Close of Escrow, Seller may unwind the sale by requiring Buyer to complete another lot line adjustment (or if legally permitted, a sale) such that Seller shall thereafter own the entire Petersen Property again, and at the close of escrow thereunder Seller shall be required to repay the entire Purchase Price to Buyer without interest, less the \$2,000,000 Initial Deposit, which Seller shall be entitled to retain as liquidated damages

hereunder. The representations and warranties set forth in this Section 11 shall survive Close of Escrow for a period of ten (10) years and shall not merge with any deed delivered under this Agreement.

**12. Memorandum of Purchase Agreement:** At Buyer's election at any time during escrow, within seven (7) days of Buyer's request, Seller shall execute in recordable form and deliver to Buyer a memorandum of this Agreement in form prepared by Buyer and reasonably approved by Seller, which Buyer may record in the real property records of Solano County.

**13. Covenants:** Until Close of Escrow, without Buyer's prior written consent (which consent shall be determined in Buyer's sole and absolute discretion), Seller shall not:

- i. enter into any lease, sublease, use or occupancy agreement for the Property (or any portion thereof) except for those expiring prior to Close of Escrow;
- ii. enter into any service, maintenance, construction, repair or other agreement with respect to the Property which is not terminable on or before Close of Escrow;
- iii. grant, enter into or permit any new Exception (as hereinafter defined); or
- iv. make any material changes or alterations to the Property, provided that the foregoing shall not affect Seller's covenant to operate and maintain the Property in a manner generally consistent with the manner in which Seller had operated and maintained the Property prior to Acceptance, in the ordinary course of business.

As used herein, the term "Exception" shall mean (i) all security interests, mortgages, deeds to secure debt, judgment liens, tax liens, mechanic's lien or materialmen's liens resulting from work or improvements at the Property which are created by or through Seller; and (ii) encumbrances, covenants, restrictions, rights-of-way, easements, or any other matters affecting title to the Property and not listed on that certain Preliminary Title Report dated March 23, 2022, with order number P-546018, issued by Placer Title Company, or otherwise expressly permitted under the Agreement.

**14. Mutual Release of Claims:**

- a. As a material condition of this Agreement, each Party (which for the purposes of this provision includes themselves and their respective owners, principals, executives, board members, predecessors, successors, employees, attorneys, heirs, executors, representatives, administrators, and assigns, but under no circumstances includes any named or unnamed defendant in the Lawsuit (hereinafter defined)), hereby releases, remises, and forever discharges the other Party, of and from any and all claims, counterclaims, complaints, charges, costs, expenses (including, without limitation, attorneys' fees and costs), damages, duties, contracts, obligations, demands, actions, causes of action, rights, debts, or liabilities relating to any matters of any kind, whether arising out of law or equity or anything else ("Claims"), known or unknown, suspected or unsuspected, presently accrued or acquired hereafter, absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, that each Party may have against the other Party, including but not limited to those arising from or relating in any way, directly or indirectly, to the Lawsuit, the VLPA, this Addendum #1, the Petersen Property, the Property, the SCWA Property, the Coelho Ranch, or the Coelho Swap Area (collectively, "Released Claims"). For the avoidance of doubt, the Released Claims do not include: (i) obligations under the VLPA, this



Addendum #1, or any ancillary document contemplated thereby, (ii) obligations under any deed or easement agreement between Buyer and Seller, and (iii) Claims against any named or unnamed defendant in the Lawsuit. Each Party hereby covenants not to sue the other Party in connection with any of the Released Claims or to prosecute any of the Released Claims against the other Party. Each Party warrants that none of the Released Claims has been assigned to any other person. For the avoidance of doubt, this mutual release encompasses any and all claims or counterclaims that any Party has alleged or could have alleged in the Lawsuit. As used herein, the term “Lawsuit” shall mean *Flannery Associates LLC v. Barnes Family Ranch Associates, LLC, et al.*, Case no. 2:23-cv-00927-TLN-AC (E.D. Cal.).

The Parties acknowledge and agree that the release and discharge set forth above is a general release. The Parties expressly waive and assume the risk of any and all claims for damages that exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect the Parties’ decision to enter into this Agreement. Each Party assumes the risk that the facts or law may be other than the Party believes.

To the fullest extent permitted by law, the Parties each expressly waive any right or benefit available to them under (i) Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

and (ii) any and all provisions or rights conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

- 15. Single Signature:** Buyer and Seller acknowledge and agree that their respective signatures to this Addendum #1 shall serve to fully bind Buyer and Seller to the ENTIRE Agreement, and that Buyer’s and Seller’s signatures and initials shall be deemed to have been simultaneously subscribed to the form of VLPA to which this Addendum #1 is attached in all places, EXCLUDING Section 36 of the VLPA regarding Liquidated Damages and Section 38 of the VLPA regarding Arbitration of Disputes, neither of which shall apply to this Agreement. Section 37 of the VLPA is hereby deleted and shall be of no further force or effect. Buyer and Seller hereby mutually waive the requirement to deliver an executed “Representative Capacity Form” as may otherwise be required by the VLPA for parties that are signing as entities or trustees of trusts. This Addendum #1 may be executed in one or more counterparts, which, taken together, shall be deemed a fully executed copy for all purposes.

- 16. Entire Agreement:** This Agreement contains the entire integrated agreement between the parties respecting the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement. There are no representations, warranties, agreements, arrangements, or understandings, oral or in writing, between or among the parties to this Agreement relating to the subject matter of this Agreement which are not fully expressed in this Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to those terms and they may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement. The parties further intend that this Agreement constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.
- 17. Offer Expiration:** This Buyer-executed offer shall expire unless a copy thereof accepted and executed by Seller is delivered to Buyer's counsel, Richard Melnyk, no later than 5pm Pacific time on Friday, July 21, 2023. Delivery in all cases may be by email.

*[Signatures appear on the following page.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum #1 effective as of the dates set forth below.

**BUYER:**

**FLANNERY ASSOCIATES LLC**

By: \_\_\_\_\_  
Name: Andrew Larner  
Title: Manager

Date: \_\_\_\_\_

**SELLER:**

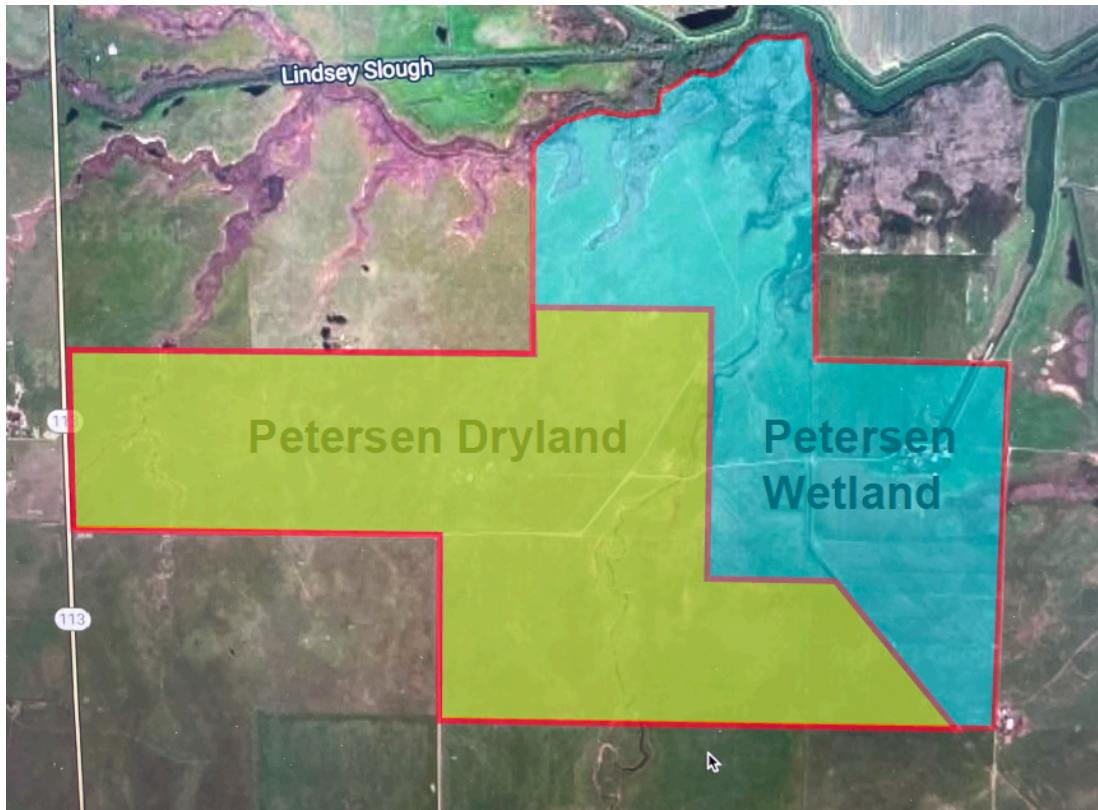
**SOLANO COUNTY WATER AGENCY**

By: \_\_\_\_\_  
Name: Chris Lee  
Title: Interim General Manager

Date: \_\_\_\_\_

**SCHEDULE A TO ADDENDUM #1**

**PROPERTY**



**SCHEDULE B TO ADDENDUM #1**

**FORM OF QUITCLAIM DEED**

RECORDING REQUESTED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENTS TO:

Flannery Associates LLC  
c/o Custer Melnyk LLP

\_\_\_\_\_  
\_\_\_\_\_

ESCROW: \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: \_\_\_\_\_

**QUITCLAIM DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is  
\$ \_\_\_\_\_

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area of Solano County
- city of \_\_\_\_\_

AND

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,  
\_\_\_\_\_ (“Transferor”) hereby conveys, releases, remises and forever  
quitclaims to \_\_\_\_\_ (“Transferee”), all of Transferor’s right, title  
and interest in and to the following described real property in Unincorporated Area, County of  
Solano, State of California:

**THAT CERTAIN REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED  
HERETO AND MADE A PART HEREOF (the “Property”).**

**[SIGNATURE APPEARS ON THE FOLLOWING PAGE]**



**EXHIBIT "A" TO QUITCLAIM DEED**

**Legal Description**

[add here]

**SCHEDULE C TO ADDENDUM #1**

**FORM OF GRANT DEED**

**RECORDING REQUESTED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHEN RECORDED MAIL  
DOCUMENT AND TAX STATEMENTS  
TO:**

Flannery Associates LLC  
c/o Custer Melnyk LLP

\_\_\_\_\_  
\_\_\_\_\_

ESCROW: \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: \_\_\_\_\_

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is  
\$ \_\_\_\_\_

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area of Solano County
- city of \_\_\_\_\_ AND

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,  
\_\_\_\_\_ (“Grantor”) hereby GRANT(s) to \_\_\_\_\_  
 (“Grantee”), the following described real property in Unincorporated Area, County of Solano,  
State of California:

**THAT CERTAIN REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED  
HERE TO AND MADE A PART HEREOF (the “Property”).**

**[SIGNATURE APPEARS ON THE FOLLOWING PAGE]**





**EXHIBIT "A" TO GRANT DEED**

**Legal Description**

[add here]

**SCHEDULE D TO ADDENDUM #1**

**USDA LETTER**

[see following page]

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
1440 NEW YORK AVENUE, N.W.  
WASHINGTON, D.C. 20005-2111

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**FOIA CONFIDENTIAL  
TREATMENT REQUESTED**

June 21, 2023

Mary Estep  
Program Manager  
U.S. Department of Agriculture  
1400 Independence Avenue, SW  
Room 3112-S / Stop 0508  
Washington, DC 20250-0508  
mary.estep@usda.gov

Dear Ms. Estep:

On behalf of Flannery Associates LLC (“Flannery”) we write in response to your letter dated June 6, 2023, where you wrote that you were notified about Flannery’s acquisition of an interest in agricultural land that may be subject to the provisions of the Agricultural Foreign Investment Disclosure Act of 1978 (“AFIDA”).

No foreign person (as defined at 7 C.F.R. 781.2(g)) or group of foreign persons holds any significant interest or substantial control (as defined at 7 C.F.R. 781.2(k)) over Flannery, either now or at the time of any land purchase made by Flannery. Accordingly, Flannery is not (and has never been) a foreign person as defined at 7 C.F.R. 781.2(g), and Flannery has determined it is not required to file an AFIDA report with the Secretary of Agriculture.

If you have any questions or need additional information, please feel free to contact me at (202) 371-7540.

Sincerely,



Michael E. Leiter  
*Counsel to Flannery Associates LLC*