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RECORDING REQUESTED BY:
First American Title Insurance Company

WHEN RECORDED MAIL DOCUMENT TO:

CITIZENS BUSINESS BANK
701 North Haven Avenue, Suite 350
Ontario, CA 91764
Attn: David L. Shahoian

Space Above This Line for Recorder's Use Only

GROUND LESSOR'S CONSENT, ESTOPPEL CERTIFICATE AND AGREEMENT
Title of Document

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fee, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT) per GC 27388.1 (a) (2).
- Recorded [concurrently] in connection with a transfer of real property that is residential dwelling to an owner-occupier per GC 27388.1 (a) (2).
- Maximum fee of \$225 has been reached per GC 27388.1 (a) (1).
- Not related to real property GC 27388.1 (a) (1).

THIS PAGE ADDED TO PROVIDE EXEMPTION INFORMATION FOR THE
BUILDING HOMES AND JOBS ACT FEE
(SB-2; AFFORDABLE HOUSING FEE)
(\$3.00 Additional recording fee applies)

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE CO.
NATIONAL COMMERCIAL SERVICES

NCS - 1122344-SA1

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

CITIZENS BUSINESS BANK
701 North Haven Avenue, Suite 350
Ontario, CA 91764
Attention: David L. Shahoian,
Senior Vice President / Center Manager

Assessor's Parcel Nos.: [See Exhibit A]

**GROUND LESSOR'S CONSENT, ESTOPPEL CERTIFICATE
AND AGREEMENT**

(DANA POINT HARBOR PARTNERS, LLC)

This GROUND LESSOR'S CONSENT, ESTOPPEL CERTIFICATE AND AGREEMENT is dated as of December 22, 2023, and made by and between (i) COUNTY OF ORANGE, a political subdivision of the State of California ("Ground Lessor"), as current lessor under that certain Master Ground Lease Agreement dated October 29, 2018, a memorandum of which entitled "Memorandum of Lease" was recorded October 30, 2018 as Instrument No. 2018000393500 of the Official Records of Orange County, California (together with any and all amendments and extensions thereto or modifications thereof, the "Ground Lease"), covering that certain premises located in the City of Dana Point, Orange County, State of California (the "Leased Property"), legally described in Exhibit A hereto, and (ii) DANA POINT HARBOR PARTNERS, LLC, a California limited liability company ("Ground Lessee"), as current lessee under the Ground Lease, pursuant to which Ground Lessee owns and holds a leasehold interest in the Leased Property, for the benefit of CITIZENS BUSINESS BANK, a California banking corporation ("Lender").

Ground Lessee is obtaining a non-revolving line of credit from Lender in the principal sum of \$60,000,000.00 ("Loan") with a term of 3 years plus one (1) 1-year extension. Ground Lessee desires to secure the Loan, in part, by Ground Lessee's interest in the Leased Property pursuant to the Ground Lease, and Lender is relying, in part, upon this Ground Lessor's Consent, Estoppel Certificate and Agreement ("Agreement") in securing the Loan with Ground Lessee's interest in the Leased Property.

A. As an inducement to Lender to make the Loan to Ground Lessee, Ground Lessor and Ground Lessee hereby certify, represent and warrant to, and covenant and agree with Lender as of the date first set forth above, as follows:

1. Ground Lessor is the current ground lessor under the Ground Lease. Ground Lessor is also the exclusive fee simple owner of the Leased Property.

2. Ground Lessee is the current ground lessee under the Ground Lease. Ground Lessee has not assigned or conveyed or agreed to assign or convey Ground Lessee's interest under the Ground Lease in whole or in part, except in connection with the Loan. There has been no assignment, encumbrance or conveyance of Ground Lessee's interest under the Ground Lease in whole or in part.

3. The Ground Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution, except as follows: (i) Tolling Amendment to Master Ground Lease Agreement dated April 21, 2020, (ii) Second Amendment to Master Ground Lease Agreement dated March 9, 2022, (iii) that certain letter agreement dated December 29, 2022, and (iv) that certain letter agreement dated May 30, 2023. The Ground Lease constitutes the full and entire understanding and agreement between Ground Lessor and Ground Lessee pertaining to the Ground Lease and the Leased Property.

4. Ground Lessee has accepted the Leased Property.

5. The next rent payment by Ground Lessee is due on January 1, 2024, and Ground Lessee has made all rent payments required to be made under the Ground Lease. The amount of the current minimum monthly ground rent payment is \$155,729.17.

6. No rent has been paid by Ground Lessee more than thirty (30) days before its due date (except for any security deposit). A security deposit has been paid by Ground Lessee to Ground Lessor, in the amount of \$300,000 pursuant to Article 7 of the Ground Lease.

7. Ground Lessor is not in breach or default of any of the terms, conditions or provisions of the Ground Lease.

8. Ground Lessor does not have any claims, causes of action, judgments, liabilities or demands of any kind, nature or character against Ground Lessee concerning the Ground Lease.

9. The Ground Lease is in full force and effect and Ground Lessee is not, in any respect, in default under the terms and provisions of the Ground Lease. Further, Ground Lessor knows of no event which would constitute a default under the terms of the Ground Lease by either Ground Lessee or Ground Lessor.

10. The Ground Lease is for a term of sixty-six (66) years. The term of the Ground Lease has commenced and shall expire on October 29, 2084. Ground Lessee has no option to extend the term of the Ground Lease. Ground Lessee has no right to purchase the Leased Property.

11. Ground Lessor has not encumbered its fee interest in the Leased Premises to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments.

12. Ground Lessor acknowledges that it has received the “Financing Documents” (as defined in Article 13 of the Ground Lease) in connection with the Loan and hereby consents to the extension of credit by Lender and the encumbrance of Ground Lessee’s interest in the Ground Lease pursuant to a deed of trust by Ground Lessee in favor of Lender (“Leasehold Deed of Trust”). Ground Lessor acknowledges that this Agreement constitutes notice to Ground Lessor.

13. Ground Lessor has been further advised by Ground Lessee that Lender has required, in order to induce Lender to make the Loan, among other matters, the delivery of the following statements, agreements, and representations by Ground Lessor to Lender:

a. Ground Lessor agrees and acknowledges that Lender is an “Institutional Lender” (as defined in Article 1 of the Ground Lease). Furthermore, Ground Lessor agrees and acknowledges upon the making of the Loan, Lender shall be deemed an “Encumbrance Holder” (as defined in Article 13 of the Ground Lease), with the Loan being a “Financing Event” (as defined in Article 13 of the Ground Lease), and the Deed of Trust shall be deemed an “Encumbrance” (as defined in Article 13 of the Ground Lease). Accordingly, Lender shall be a direct beneficiary of all the rights and privileges of an Encumbrance Holder that is an “Institutional Lender” under the Ground Lease, and Ground Lessor shall owe directly to Lender all of the duties that the Ground Lessor owes to an “Encumbrance Holder” that is an “Institutional Lender” under the Ground Lease.

b. As set forth in Section 13.5 of the Lease, during the term of the Loan, Ground Lessor will not change or amend the Ground Lease or any interest of the Ground Lessee thereunder without Lender’s prior written consent.

c. Ground Lessor shall deliver to Lender a copy of any notice relating to a default by Ground Lessee under the Ground Lease at the time it gives such notice to Ground Lessee. All such notices shall be given to Lender in accordance with the Ground Lease, at CITIZENS BUSINESS BANK, 701 North Haven Avenue, Suite 210, Ontario, California 91764, Attention: Greg Sensenbach, Senior Vice President / Credit Administrator, or to such other address as Lender may hereinafter designate in writing and delivered in the manner provided for notice to be given under the Ground Lease.

d. Ground Lessor and Ground Lessee acknowledge and agree that, except as may otherwise be expressly permitted in writing by Lender, Ground Lessee shall not purchase or otherwise acquire the fee interest to the Leased Property unless and until the obligations of Ground Lessee secured by the Leasehold Deed of Trust are first satisfied in full. Any instruments transferring fee title to the Leased Property to Ground Lessee in violation of this Paragraph (d) shall be automatically void and of no effect.

B. Unless this Agreement contradicts a term or provision of the Ground Lease, it is the parties’ intent that this Agreement and the Ground Lease be construed as though no conflict exists between their terms. In the event of a conflict between the terms of the Ground Lease and this Agreement as it relates to Lender, the terms of this

Agreement shall control; provided that in the event the Ground Lease provides greater rights to Lender than this Agreement in any respect, then Lender shall enjoy such greater rights under the Ground Lease in such respect.

C. Ground Lessor and Ground Lessee further acknowledge and agree that neither Lender nor any purchaser of the Leased Property at any foreclosure sale nor any grantee of the Leased Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or of any such purchaser or grantee, has or shall have any personal liability for the obligations of Ground Lessee under the Ground Lease, except to the extent of the rents, security deposits, and insurance and condemnation proceeds actually received and the equity in the Leased Property then owned by such party.

D. Any notices to be given to Ground Lessee, whether by law or under this Agreement or the Ground Lease, shall be given at the addresses of Ground Lessee set forth in Section 17.7.5 of the Ground Lease. Any notices to be given to Lender, whether by law or under this Agreement or the Ground Lease, shall be given at the address set forth on the first page of this Agreement. Any notices to be given to Ground Lessor, whether by law or under this Agreement or the Ground Lease, shall be given at:

COUNTY: County Executive Office
County Administration North
400 W. Civic Center Drive, 5th Floor
Santa Ana, California 92701
Attn: Chief Real Estate Officer
Fax: (714) 834-6166

With a Copy to: Office of County Counsel
County Administration North
400 W. Civic Center Drive, 2nd Floor
Santa Ana, California 92701
Attn: Michael Haubert, Senior Deputy
Fax: (714) 834-2359

and to: Director
OC Parks
13042 Old Myford Road
Irvine, California 92602
Fax: (714) 834-2359

E. This Agreement may be executed in any number of counterparts, and any party hereto or thereto may execute any counterpart, each of which, when executed and delivered, will be deemed to be an original, and all of which counterparts of this Agreement, as the case may be, taken together will be deemed to be but one and the same instrument. The execution of this Agreement by any party or parties hereto or thereto

will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the parties hereto or thereto.

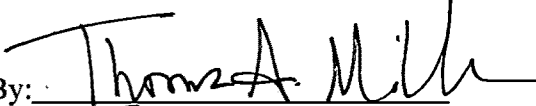
F. Upon the execution of this Agreement, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors, transferees and assigns. In the event of any inconsistency or conflict with the provisions of this Agreement and the provisions of the Ground Lease, the provisions of this Agreement shall control.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lessor's Consent, Estoppel Certificate and Agreement as of the date first above written.


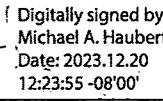
"GROUND LESSOR":

COUNTY OF ORANGE,
a political subdivision of the State of California

By: 
Name: THOMAS A. MILLER
Title: Chief Real Estate Officer

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:  
Deputy

Digitally signed by
Michael A. Haubert
Date: 2023.12.20
12:23:55 -08'00'

[SIGNATURES CONTINUE ON NEXT PAGE]

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

STATE OF CALIFORNIA)
COUNTY OF Orange) ss

On December 2, 2013 before me, Christine M. Long, a Notary Public, personally appeared THOMAS A. MILLER, 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.
Christine M. Long
Notary Public

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

STATE OF CALIFORNIA)
COUNTY OF _____) ss

On _____, before me, _____, a Notary Public, 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.

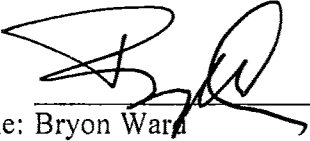
WITNESS my hand and official seal.

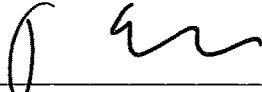
Notary Public

“GROUND LESSEE”:

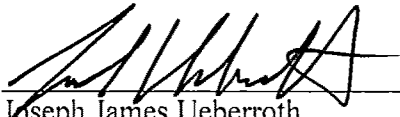
DANA POINT HARBOR PARTNERS, LLC,
a California limited liability company

By: Burnham-Ward Properties, LLC,
a California limited liability company
Its: Manager

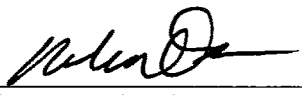
By: 
Name: Bryon Ward
Title: Manager

By: 
Name: Scott T. Burnham
Title: Manager

By: Bellwether Financial Group, Inc.,
a California corporation
Its: Manager

By: 
Name: Joseph James Ueberroth
Title: President

By: Olson Real Estate Group, Inc.,
a California corporation
(doing business as “RD Olson Development”)
Its: Manager

By: 
Name: Robert Dennis Olson
Title: President
AKA Robert Olson

[SIGNATURES CONTINUE ON NEXT PAGE]

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STATE OF CALIFORNIA)

COUNTY OF Orange) SS

On December 22, 2023 before me, Christine M. Lewis, a Notary Public, personally appeared Thomas A. Miller, 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.

Christine M. Lewis
Notary Public

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STATE OF CALIFORNIA)

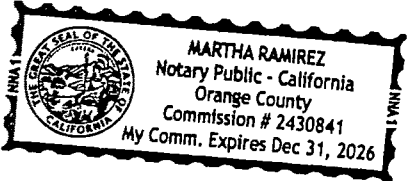
COUNTY OF ORANGE) SS

On December 22, 2023 before me, MARTHA RAMIREZ, a Notary Public, personally appeared SCOTT BURNHAM, 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.

Martina Ramirez
Notary Public



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

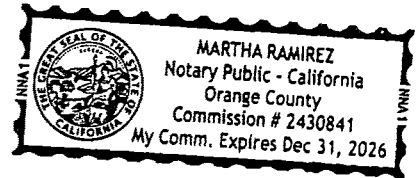
STATE OF CALIFORNIA)
)
) SS
COUNTY OF ORANGE)

On DEC 22, 2023, before me, MARTHA RAMIREZ, a Notary Public, personally appeared BRYON WARD, 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

Martha Ramirez
Notary Public



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

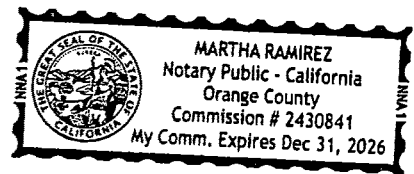
STATE OF CALIFORNIA)
)
) SS
COUNTY OF ORANGE)

On DEC 22, 2023, before me, MARTHA RAMIREZ, a Notary Public, personally appeared JOSEPH UEBERROTH, 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

Martha Ramirez
Notary Public



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STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss
)

On DEC. 22, 2023, before me, MARTHA RAMIREZ, a Notary Public, personally appeared ROBERT OLSON, 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.

Marttha Ramirez
Notary Public



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STATE OF CALIFORNIA)
)
COUNTY OF _____) ss
)

On _____, before me, _____, a Notary Public, 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.

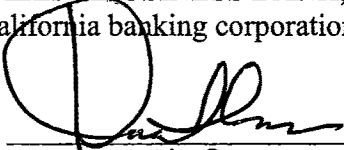
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

“LENDER”:

CITIZENS BUSINESS BANK,
a California banking corporation

By: 
Name: David Shahoian
Title: Senior Vice President

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

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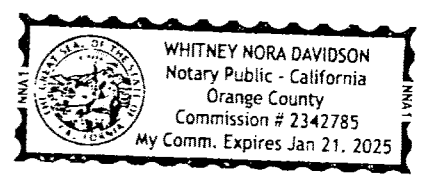
STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss

On December 26th, 2023, before me, Whitney Nora Davidson, a Notary Public, personally appeared David Shahoian, 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]
Notary Public



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

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss

On _____, before me, _____, a Notary Public, 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.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of Dana Point, County of Orange, State of California, and is described as follows:

PARCEL A: [RESERVED].

PARCEL B:

PARCELS 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, CASITAS PLACE, DANA DRIVE; DEL PRADO, ISLAND WAY AND PUERTO PLACE, IN THE CITY OF DANA POINT, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 32, PAGES 35 THROUGH 40 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

TOGETHER WITH THAT PORTION OF THE SEPTEMBER 15, 1961 LEGISLATIVE GRANT OF TIDELANDS FROM THE STATE OF CALIFORNIA TO THE COUNTY OF ORANGE SHOWN ON A MAP ATTACHED TO AN AFFIDAVIT RECORDED AUGUST 31, 1965 IN BOOK 7651, PAGE 69 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER, SHOWN ON SAID PARCEL MAP AS WATER WAY AND BOUNDED:

- 1) GENERALLY SOUTHERLY BY THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL 10, THE NORTHERLY AND WESTERLY LINES OF SAID PARCEL 11, THE WESTERLY, NORTHERLY, NORTHEASTERLY AND EASTERLY LINES OF SAID PARCEL 12,
- 2) WESTERLY BY THE EASTERLY LINE OF ISLAND WAY,
- 3) GENERALLY NORTHERLY BY THE SOUTHERLY LINE OF SAID PARCEL 6, THE SOUTHERLY AND EASTERLY LINES OF SAID PARCELS 4 AND 5, THE WESTERLY LINES OF SAID PARCELS 2 AND 3, THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID PARCEL 1, AND
- 4) GENERALLY SOUTHEASTERLY BY A LINE DESCRIBED AS BEGINNING AT THE EASTERLY TERMINUS OF THAT COURSE IN THE SOUTHERLY LINE OF SAID PARCEL 1, SHOWN ON SAID MAP AS HAVING A BEARING OF SOUTH 76°55'50" EAST AND A LENGTH OF 43.48 FEET; THENCE, ALONG THE PROLONGATION OF SAID LINE AND THE SOUTHERLY LINE OF PUERTO PLACE AS SHOWN ON SAID PARCEL MAP, SOUTH 76°03'19" EAST, TO A POINT WESTERLY 13.30 FEET ALONG SAID SOUTHERLY LINE FROM THE SOUTHEASTERLY CORNER OF SAID PUERTO PLACE; THENCE SOUTH 03°37'56" WEST, 484.88 FEET; THENCE SOUTH 58°04'51" WEST TO AN INTERSECTION WITH A LINE PERPENDICULAR TO AND PASSING THROUGH THE NORTHEASTERLY TERMINUS OF THAT COURSE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 12 SHOWN ON SAID PARCEL MAP AS HAVING A BEARING OF NORTH 60°28'34" EAST AND A LENGTH OF 469.67 FEET; THENCE NORTH 28°38'55" WEST ALONG SAID PERPENDICULAR LINE TO SAID NORTHEASTERLY TERMINUS.

TOGETHER WITH PARCELS 20, 22, 23, 24, 25, 26, 27, DANA DRIVE, ISLAND WAY, PRIVATE ROAD AS SHOWN ON DETAIL A AND PRIVATE ROAD AS SHOWN ON DETAIL B, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON THE MAP FILED IN BOOK 68, PAGES 40 THROUGH 44 OF SAID PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER,

TOGETHER WITH THAT PORTION OF SAID PARCEL 19 LYING NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL 24 AS SHOWN ON LAST SAID PARCEL MAP,

TOGETHER WITH THE SOUTHERLY 70.00 FEET OF THE EASTERLY 120.00 FEET OF SAID PARCEL 18 AS SHOWN ON LAST SAID PARCEL MAP,

[CONTINUES ON NEXT PAGE.]

TOGETHER WITH THAT PORTION OF SAID SEPTEMBER 15, 1961 LEGISLATIVE GRANT OF TIDELANDS SHOWN AS WATER WAY, 200.00 FEET WIDE, ON LAST SAID PARCEL MAP LYING EASTERLY OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL 19.

TOGETHER WITH THAT PORTION OF SAID PARCEL 21 SHOWN ON LAST SAID PARCEL MAP, AND TOGETHER WITH THAT PORTION OF SAID SEPTEMBER 15, 1961 LEGISLATIVE GRANT OF TIDELANDS, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF SOUTH 40°52'30" WEST AND A LENGTH OF 200.05 FEET ON LAST SAID PARCEL MAP; THENCE SOUTH 40°52'30" WEST, 167.00 FEET ALONG SAID CERTAIN COURSE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 49°07'19" EAST, 250.00 FEET TO A LINE THAT IS PARALLEL WITH AND 250.00 FEET SOUTHEASTERLY FROM SAID CERTAIN COURSE; THENCE SOUTH 40°52'30" WEST, 145.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 49°07'19" WEST, 250.00 FEET TO THE SOUTHWESTERLY PROLONGATION OF SAID CERTAIN COURSE; THENCE NORTH 40°52'30" EAST, 145.00 FEET ALONG SAID SOUTHWESTERLY PROLONGATION TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PORTIONS OF SAID PARCELS 2, 4, 5 AND ALL OF PARCELS 3 AND 13 OF FIRST SAID PARCEL MAP, AND ALSO EXCEPT THEREFROM THAT PORTION OF WATER WAY, AS SHOWN ON FIRST SAID PARCEL MAP, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 4;

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 4, NORTH 16°21'05" EAST 200.44 FEET (SHOWN AS NORTH 15°28'34" EAST PER SAID MAP) TO THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID LINE, NORTH 73°44'47" WEST 305.04 FEET;

THENCE, NORTH 03°41'22" WEST 668.70 FEET;

THENCE, NORTH 01°36'29" WEST 9.56 FEET TO THE NORTHERLY LINE OF SAID PARCEL 4;

THENCE, ALONG SAID NORTHERLY LINE, ALONG THE NORTHERLY AND NORTHEASTERLY LINES OF SAID PARCEL 3, AND ALONG THE EASTERLY LINES OF SAID PARCELS 2 AND 13, THE FOLLOWING FIVE (5) COURSES:

1) NORTH 88°23'32" EAST 516.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 725.50 FEET;

2) NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°45'23" AN ARC LENGTH OF 300.81 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, A RADIAL BEARING TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 25°21'51" WEST;

3) NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°20'22" AN ARC LENGTH OF 45.21 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE

[CONTINUES ON NEXT PAGE.]

WESTERLY AND HAVING A RADIUS OF 480.00 FEET, A RADIAL BEARING TO SAID BEGINNING OF COMPOUND CURVE BEARS NORTH 60°58'31" EAST;

4) SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 33°02'34" AN ARC LENGTH OF 276.82 FEET;

5) TANGENT TO SAID CURVE, SOUTH 04°01'05" WEST 475.63 FEET;

THENCE, LEAVING SAID LINE, NORTH 87°00'14" WEST 500.86 FEET TO SAID SOUTHEASTERLY LINE OF SAID PARCEL 4;

THENCE, ALONG SAID LINE, SOUTH 16°21'05" WEST 124.04 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID PARCEL 12 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID PARCEL 12;

THENCE, ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL 12, SOUTH 73°38'55" EAST 86.23 FEET (SHOWN AS SOUTH 74°31'26" EAST PER SAID MAP) TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET;

THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°37'36" AN ARC LENGTH OF 7.91 FEET;

THENCE, LEAVING SAID CURVE, SOUTH 16°21'05" WEST 108.89 FEET;

THENCE, SOUTH 74°18'41" EAST 36.41 FEET;

THENCE, SOUTH 24°16'46" EAST 35.02 FEET;

THENCE, SOUTH 68°14'41" WEST 43.54 FEET;

THENCE, NORTH 73°12'50" WEST 37.76 FEET;

THENCE, NORTH 35°33'15" WEST 11.41 FEET;

THENCE, NORTH 57°13'50" EAST 11.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1.50 FEET;

THENCE, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 136°01'34" AN ARC LENGTH OF 3.56 FEET;

THENCE, TANGENT TO SAID CURVE, NORTH 78°47'44" WEST 27.75 FEET;

THENCE, NORTH 22°52'19" WEST 56.01 FEET;

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THENCE, NORTH 73°38'55" WEST 15.32 FEET TO THE WESTERLY LINE OF SAID PARCEL 12;

THENCE, ALONG SAID LINE, NORTH 16°21'05" EAST 102.95 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID SEPTEMBER 15, 1961 LEGISLATIVE GRANT OF TIDELANDS SHOWN AS WATER WAY ON FIRST SAID PARCEL MAP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID PARCEL 12; THENCE ALONG THAT COURSE IN THE WESTERLY LINE OF SAID PARCEL 12 SHOWN AS HAVING A BEARING OF NORTH 15°28'34" EAST AND A LENGTH OF 198.00 FEET, SOUTH 16°21'05" WEST, 159.95 FEET; THENCE NORTH 73°38'55" WEST, 104.00 FEET; THENCE NORTH 16°21'05" EAST, 94.95 FEET; THENCE NORTH 73°38'55" WEST, 126.00 FEET; THENCE NORTH 16°21'05" EAST, 70.00 FEET; THENCE SOUTH 73°38'55" EAST, 230.00 FEET TO THE NORTHERLY PROLONGATION OF SAID WESTERLY LINE; THENCE SOUTH 16°21'05" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

APN's:

682-022-19 (Affects: Parcel 1 of Parcel B)
682-022-32 (Affects: Parcel 2 of Parcel B)
682-022-24 (Affects: Portion of Parcel 4 of Parcel B)
682-022-30 (Affects: Portion of Parcel 4 of Parcel B)
682-022-31 (Affects: Portion of Parcel 4 of Parcel B)
682-022-33 (Affects: Parcel 5 of Parcel B)
682-022-16 (Affects: Parcel 6 of Parcel B)
682-022-07 (Affects: Portion of Parcel 7 of Parcel B)
682-022-08 (Affects: Portion of Parcel 7 of Parcel B)
682-022-05 (Affects: Portion of Parcel 8 of Parcel B)
682-022-06 (Affects: Portion of Parcel 8 of Parcel B)
682-022-01 (Affects: Portion of Parcel 9 of Parcel B)
682-022-02 (Affects: Portion of Parcel 9 of Parcel B)
682-022-03 (Affects: Portion of Parcel 9 of Parcel B)
682-022-04 (Affects: Portion of Parcel 9 of Parcel B)
682-021-01 (Affects: Parcel 10 of Parcel B)
682-021-02 (Affects: Parcel 11 of Parcel B)
682-021-04 (Affects: Portion of Parcel 12 of Parcel B)
682-021-05 (Affects: Portion of Parcel 12 of Parcel B)
682-023-02 (Affects: Portion of Parcel 14 of Parcel B)
682-023-03 (Affects: Portion of Parcel 14 of Parcel B)

682-023-04 (Affects: Portion of Parcel 14 of Parcel B)
682-023-01 (Affects: Portion of Parcel B)
682-172-11 (Affects: Portion of Parcel 18 of Parcel B)
682-172-15 (Affects: Portion of Parcel 18 of Parcel B)
682-172-16 (Affects: Portion of Parcel 18 of Parcel B)
682-172-13 (Affects: Portion of Parcel 19 of Parcel B)
682-172-14 (Affects: Portion of Parcel 19 of Parcel B)
682-172-06 (Affects: Portion of Parcel 20 of Parcel B)
682-172-07 (Affects: Portion of Parcel 20 of Parcel B)
682-173-02 (Affects: Parcel 22 of Parcel B)
682-173-01 (Affects: Parcel 23 of Parcel B)
682-172-09 (Affects: Portion of Parcel 24 of Parcel B)
682-172-10 (Affects: Portion of Parcel 24 of Parcel B)
682-172-01 (Affects: Parcel 25 of Parcel B)
682-172-03 (Affects: Parcel 26 of Parcel B)
682-172-05 (Affects: Parcel 27 of Parcel B)
682-172-02 (Private Road of Parcel B)
682-172-04 (Private Road of Parcel B)
682-023-05 (Affects: Portion Puerto Place of Parcel B)
682-023-06 (Affects: Portion Puerto Place of Parcel B)

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