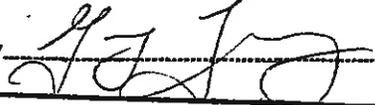


Recording Requested By:  
First American Title Guaranty  
Return to:

First American Title Guaranty Company here:  
certifies that the within instrument is a true  
and correct copy of the original instrument  
recorded in the office of the recorder of title  
County of <sup>SOLANO</sup> Contra Costa, State of California  
on 8-22-97

Recorder's Serial No. 97-54376

FIRST AMERICAN TITLE GUARANTY COMPANY

By 

List Document Titles Here

Second Amendment to Restated and Amended  
Benicia Marina Lease Agreement  
(Phase II Condominiums Parcel)

SECOND AMENDMENT TO RESTATED AND AMENDED  
BENICIA MARINA LEASE AGREEMENT  
(PHASE II CONDOMINIUMS PARCEL)

This Second Amendment to Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) is entered into as of August 7, 1997, 1997, by and between THE CITY OF BENICIA, a California municipal corporation, Landlord ("Landlord"), and KAUFMAN AND BROAD OF NORTHERN CALIFORNIA, INC., a California corporation ("Tenant"), and is made with reference to that certain "Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel)," dated April 22, 1990.

Landlord and Tenant now enter into this Second Amendment to the Marina Lease Agreement based on the following facts, understandings, intentions and agreements:

R E C I T A L S

A. Landlord and SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION ("SOUTHERN CALIFORNIA SAVINGS") have executed that certain "Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel)" ("Phase II Master Lease"), dated April 22, 1990, which is incorporated herein by reference.

B. Landlord and SOUTHERN CALIFORNIA SAVINGS have executed that certain "First Amendment to Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel)" ("First Amendment"), dated as of December 12, 1990, in order to make certain revisions to the legal description and site map; in order to amend Section 3 of the Phase II Master Lease ("conditions precedent"); and, in order to provide specified adjustments to the minimum annual rent. As amended by that First Amendment, the Phase II Master Lease remains in full force and effect.

C. On or about February, 1997, SOUTHERN CALIFORNIA SAVINGS assigned to KAUFMAN AND BROAD OF NORTHERN CALIFORNIA, INC., and KAUFMAN AND BROAD OF NORTHERN CALIFORNIA, INC. assumed from SOUTHERN CALIFORNIA SAVINGS the interest of SOUTHERN CALIFORNIA SAVINGS as tenant under the Phase II Master Lease and Amendment thereto, with the consent and approval of the Landlord.

D. Landlord acknowledges that Tenant intends to (a) sell condominiums consisting of fee title to an airspace unit and condominiums consisting of fee title to an airspace unit to be created on a condominium plan ("Unit") and an undivided fee interest in a three-dimensional parcel to be created on the Final Map ("Building Common Area Parcel") which will be recorded in connection with the development of the Phase II Condominium Property and (b) convey all of its rights but not all of its obligations under the Phase II Master Lease to an incorporated owners' association ("Association"). When an individual purchaser mortgages his or her interest in a Condominium, the mortgage will encumber the purchaser's fee title in the Unit and undivided fee interest in the Building Common Area Parcel and will not encumber City's fee interest in the balance of the Phase II Condominiums Parcel.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and for other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant hereby amend the Phase II Master Lease, as previously amended, as follows:

1. **Amendment to Recital I:**

The text at "Recital I." of the Phase II Master Lease shall be deleted, and shall be replaced with the new text as follows:

Landlord and Tenant desire that Tenant's development and construction of the Phase II Condominium Project and the marketing and sale of the units therein to prospective purchasers contain features similar to certain features which benefitted the Phase I Condominium Project, such as, without limitation, a grant by Landlord to Tenant of an option to purchase Landlord's fee interest in and to the land underlying the Phase II Condominium Project upon payment by Tenant of certain sums (in amounts hereinafter provided) to Landlord at the time of the initial sale by Tenant of each condominium unit in the Phase II Condominium Project. Consistent with the foregoing, Landlord desires to grant to Tenant, and Tenant desires to

accept, an option to purchase fee title to the Demised Premises (as hereinafter defined), on the terms and conditions set forth in this Lease.

**2. Revisions to Legal Description and Site Map:**

The legal description and site map previously attached to the original Phase II Master Lease, and the revised legal description and site map previously attached to the First Amendment to the Phase II Master Lease, are hereby deleted in their entirety, and shall be superseded and replaced by the **new legal description** and site map attached to this Second Amendment, marked as Exhibit "A." From and after the effective date of this Second Amendment, the "Premises" demised under the Phase II Master Lease and referred to therein shall be deemed to be the property defined and described in the new legal description attached as Exhibit "A" to this Second Amendment.

**3. Landlord's Covenants As to Execution of Documents:**

Landlord hereby covenants and agrees that Landlord will execute all final maps, condominium plans, CC&Rs, grant deeds and Declarations of Annexation which are necessary to allow Tenant to develop the Phase II Condominiums Parcel in phases and convey insurable and marketable legal title to individual condominiums to purchasers by using a grant deed substantially similar to the form of grant deed attached hereto as Exhibit "C." This obligation to execute documents includes an obligation to enter into one or more additional amendments to the Phase II Master Lease if such amendment is necessary to satisfy concerns of the California Department of Real Estate ("DRE"). The Developer shall reimburse City for reasonable administrative or legal expenses incurred for review and approval of said documents. All of the references in the Phase II Master Lease which describe subleases being entered into with purchasers of individual condominiums are hereby amended to refer solely to the assignment(s) by Tenant to Association of rights and obligations under the Phase II Master Lease to the Association. Purchasers of individual condominiums will receive their rights to use the leasehold property through their membership in the Association.

**4. Amendment to Section 4 (Use of Premises):**

Section 4 of the Phase II Master Lease shall be amended, at former **Subparagraph (b)** to delete the reference contained therein to the Tenant's construction of "a community building" as part of the improvements to be constructed by Tenant, in that the parties now intend that the community building in the project area shall be demolished and removed by the Tenant in the event the Tenant exercises the Option and the City approves the final map for the Phase II Project. Section 4, at new Subparagraph (b), of the Phase II Master Lease shall be amended to read in its entirety as follows:

"4. Use of Premises:

a. Purpose: The Demised Premises shall be used for the sole purpose (and for no other purpose) of constructing, operating and selling units in the Phase II Condominium Project in accordance with the Phase II Development Agreement and in any manner consistent with (a) the Cal Boating Agreements, (b) the BCDC Permit, and (c) a declaration of covenants, conditions and restrictions for the condominium regime proposed for the Demised Premises ("Phase II CC&Rs"), which Phase II CC&Rs Tenant may record against the Demised Premises during or upon completion of construction of the Phase II Condominium Project, as any or all of the same may be amended from time to time. The Phase II CC&Rs assignment to an Owner's Association shall be consistent with this Lease. The Phase II CC&Rs shall, by their terms, be enforceable by the Landlord.

b. Best Efforts to Construct Phase II Condominium Project: Subject to and upon all terms and conditions of this Lease and the Phase II Development Agreement, and subject to Tenant's timely electing to extend the lease term through the Long-Term Renewal Term, Tenant shall use best efforts to timely construct the Phase II Condominium Project and to promptly market and sell the residential units which are part of the same to prospective purchasers. Subject to Tenant timely electing to extend the lease term through the Long-Term Renewal Term, as part of its construction of the Phase II Condominium Project, Tenant shall also construct the following improvements for the benefit and use of the public on land which is part of the land demised by the Marina Lease: (i) public restrooms and shower facilities for boaters using the Marina per the requirements of BCDC Permit No. 5-77, as amended, (ii) a waterfront trail, the design and construction of which shall be in accordance with the requirements of the BCDC Permit and approved by the Benicia Parks and Community Services Director; and (iii) landscaping and other improvements to a parcel of land for use as a "marina green." Tenant shall also construct a sufficient number of public parking spaces in the Demised Premises such that the

total number of public parking spaces available in the portions of the Project Master Area covered by this Lease, the Commercial Lease and the Marina Lease shall be the number required by the BCDC permit. The above-described improvements are hereinafter collectively referred to as the "Associated Improvements." Once completed, the restrooms and waterfront trail, set forth in subparagraphs (i) and (ii) above, along with the public parking spaces are to be owned and maintained by the tenant under the Marina Lease for the benefit of the public in accordance with the BCDC Permit. The "Marina Green Improvements" set forth in subparagraph (iii) above are to be owned and maintained by Tenant. In addition, in connection with the construction of the Associated Improvements, Tenant shall demolish the community building presently located on "Parcel M-4" of those Premises under the Lease from City of Benicia to Benicia Harbor Corporation. Tenant's best efforts in construction shall be judged for consistency with the development, construction and management practices of other first-class residential developers in Northern California dealing with properties similar to the Premises. Landlord and Tenant acknowledge and agree that an immediate and long-term goal of this Lease is to realize maximum revenue from the development of the Premises in accordance with this Lease and the Phase II Development Agreement.

**c. Maintenance of "Marina Green" for Public Access:**

The parcel of land within the Demised Premises described as the "Marina Green" in preceding subparagraph 4(a) (iii) above will be improved by Tenant with landscaping and other agreed improvements, according to the site plan submitted by Tenant or Tenant's assignee as part of the Tentative Map for the project, and shall thereafter be repaired and maintained by Tenant, or an Owner's Association consisting of the owners of residential units in the Demised Premises. A public access easement shall be dedicated to the City over the "Marina Green" parcel with the recordation of the final map, and maintenance of the subject Marina Green improvements shall be the responsibility of the condominium unit owners in the subject property, through their Owners' Association or local assessment or maintenance district to be formed for the

purpose. Maintenance of these areas shall be performed to the satisfaction of the Landlord, in accordance with those Landscape Maintenance Standards attached hereto as Exhibit "F."

**d. Termination of Lease:** Landlord and Tenant agree that if Tenant does not timely elect to extend the term through the Long-Term Renewal Term, this Lease shall terminate and Tenant shall have no obligation to construct or maintain any portion of the Associated Improvements described in the foregoing sub-paragraph.

**5. Amendment to Section 5 ('Term'):**

Section 5 of the Phase II Master Lease shall be amended to add a new **subparagraph (b)**, providing for a month-to-month extension of the initial term through and including July 31, 1997, and upon Tenant's payment in advance of the amount of Eight Thousand Nine Hundred Five Dollars (\$8,905.00) for each monthly extension.

Section 5 of the Phase II Master Lease shall further be amended to change the amount of the payment required for the Long-Term Renewal Term from Six Hundred Thirty Eight Thousand Dollars (\$638,000.00) to **One Hundred Fifty-Six Thousand Dollars (\$156,000.00)**, and to make corresponding adjustments in the amount of the per-unit option consideration from Five Thousand Five Hundred Dollars (\$5,500.00) per unit to **One Thousand Three Hundred Forty-Four Dollars and Eighty-Three Cents (\$1,344.83)** per unit.

Accordingly, Section 5 of the Phase II Master Lease shall be amended to read in its entirety as follows:

**"5. Term:**

The remaining term of this Phase II Master Lease shall commence on the Effective Date and shall continue for the following terms, and on the following terms and conditions:

**a. Initial Term:** The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall expire on September 30, 1996.

b. **Month-to-Month Extension of Initial Term:** The Initial Term of this Lease is extended, on a month-to-month basis, up through and including July 31, 1997, and upon payment in advance of the amount of \$8,905.00 for each monthly extension.

c. **Long-Term Renewal Term:** At any time during the Initial Term or Month-to-Month Extension of Initial Term, Tenant may elect to extend the term of this Lease for a period ending June 10, 2042 ("Long-Term Renewal Term"), on condition that prior to or concurrently with such election, Tenant shall have (i) obtained and paid for building permits from the City of Benicia necessary for the construction of twenty-nine (29) residential units in the Phase II Condominium Project and the Associated Improvements, (ii) paid all fees ordinarily charged and then in effect for such building permits by the City of Benicia, and (iii) Tenant shall have paid to Landlord \$156,000. Tenant's election to extend and renew this Lease for the Long-Term Renewal Term shall also be conditioned upon Tenant not being in material default of its obligations under this Lease at the time of commencement of the Long-Term Renewal Term.

As further consideration for the Tenant's exercise of the Long-Term Renewal Term, Tenant agrees that after such election Tenant shall apply for and pay for all 116 residential unit building permits within the Phase II Condominium Project within two (2) years of the date the final subdivision map is recorded in the Official Records of Solano County.

If fewer than 116 units are subsequently finally approved for construction in the Phase II Condominium Project, Landlord shall promptly refund to Tenant an amount equal to \$1,344.83 times the difference between 116 and the number of units finally approved for construction.

In the event of a dispute as to whether Tenant is in default as aforesaid, such dispute shall be referred to arbitration in accordance with this Lease and the time for Tenant to elect such Long-Term Renewal Term shall be automatically

extended for a period ending ten (10) business days after rendering of the written final decision in the arbitration proceedings.

Subject to the foregoing, Tenant shall be deemed to have elected to extend and renew the Initial Term for the Long-Term Renewal Term provided that Tenant gives written notice of Tenant's election to extend and renew to Landlord prior to the commencement of the Long-Term Renewal Term.

Tenant shall make the election contemplated herein by accepting delivery of such building permits, paying such fees and paying such Option Consideration within the time periods contemplated herein. If Tenant is actively and diligently seeking to obtain such building permits and has complied with all laws, ordinances and regulations applicable to the issuance thereof, but is unsuccessful in obtaining the same upon the expiration of the Month-To-Month Extension Term because of delays occasioned by the acts or omissions of Landlord having jurisdiction over such matters, the Month-To-Month Extension Term shall be extended for a period equal to the period of such delay. In addition, in the event of any dispute over the cause of delays, such dispute shall be referred to arbitration in accordance with this Lease and the time for Tenant to elect the Long-Term Renewal Term shall be automatically extended for a period ending ten (10) business days after the rendering of the written final decision in the arbitration proceedings. In the event of concurrent disputes over defaults and the causes of delay which are both referred to arbitration as provided in this Section 5.b., arbitration proceedings for such disputes shall be consolidated and decided in one proceeding. The Initial Term, Month-to-Month Extension Term and Long-Term Renewal Term shall be referred to herein collectively as the "TERM".

**6. Adjustments to Consideration:**

Landlord and Tenant acknowledge that the amount of consideration to be paid by Tenant for exercise of the Long-Term Renewal Term and Option to Purchase is hereby **amended and adjusted**, to reduce the amounts previously stated (\$638,000.00) to the new

agreed amount of \$156,000.00, and the per/unit consideration is adjusted accordingly, from \$5,500.00 to \$1,344.83 per/unit, wherever and whenever said terms appear.

7. Amendment to Section 13 (Assignment and Subletting):

Section 13 of the Phase II Master Lease shall be amended to provide that, in addition to the existing provisions for assignability, the Lease may be assigned to the "Portside Village Owners' Association" or to an equivalent Owners Association to be formed by Tenant for the management of the Project, ["Owners' Association"] on the terms and conditions set forth in new Section 13(f) which shall be added to the Phase II Master Lease as follows:

13f. Landlord acknowledges that Tenant is developing the Phase II Condominium Property in phases and creating an Association which will ultimately own the entire leasehold interest in the Phase II Condominium Property and all rights to acquire fee title to the leasehold property. In connection with the development of the Phase II Condominium Property, Landlord acknowledges that Tenant must be able to allocate the rights and obligations under the Phase II Master Lease, between Tenant and the Association. To effectuate the development, Landlord agrees that Tenant may assign certain rights and obligations under the Phase II Master Lease and Tenant and Association may each have the same rights and obligations under the Phase II Master Lease but only with respect to the portions of the Phase II Condominium Property are under the control of the Tenant or the Association, respectively. Landlord further agrees that:

Landlord will consent in writing to one or more assignments of some of Tenant's rights and obligations under the Phase II Master Lease to the Association which are substantially similar in form and content as the form of Assignment attached as Exhibit "E" hereto. The Developer shall reimburse City for reasonable administrative or legal expenses incurred for review and approval of said documents.

Landlord will look only to the Association and to those portions of the Phase II Condominium Property under the control of the Association for satisfaction of the obligations

assumed by the Association;

Landlord will look only to Tenant (or Tenant's successors other than the Association) and to those portions of the Phase II Condominium Property under the control of Tenant for satisfaction of the obligations retained by Tenant. Any subsequent assignment of rights or obligations by the original Owner's Association formed hereunder to a successor owner's association, or equivalent, shall be subject to Landlord's review and approval. Landlord's consent shall not be unreasonably withheld. Tenant shall reimburse Landlord's reasonable administrative or legal expenses incurred for review and approval of said assignments.

**8. Amendment to Section 30 (Performance by Sublessees):**

Section 30 of the Phase II Master Lease shall be amended to add a provision that each purchaser of a condominium unit shall be entitled to exercise the rights of a "sublessee" as provided by Section 27 and Section 30. Section 30 shall be amended to read in its entirety as follows:

**'30. Performance by Sublessees:**

Any act required to be performed by Tenant pursuant to the terms of this Lease (such as payment of moneys or maintenance) may be performed by any Owner's Association, or successor formed by Tenant, as provided in Paragraph 13f, above, occupying all of any part of the Demised Premises and the performance of such act shall be deemed to be performance by Tenant and shall be acceptable as Tenant's act by Landlord. Without limiting the generality of the foregoing, Tenant shall have the right to delegate and pass through to any sublessee Tenant's obligations under Sections 10, 11, 14, 15, 16, 17, 18, 19.c, 23, and 26 of this Lease. Notwithstanding the foregoing, and subject to the provisions of Sections 13 (as amended) and 34 of this Lease, Tenant shall remain jointly and severally liable with any sublessee to whom Tenant delegates and passes through any of Tenant's obligations under this Lease. Notwithstanding any assignments of the Phase II Master Lease to the Association, each purchaser of a condominium shall be entitled to exercise the rights of a

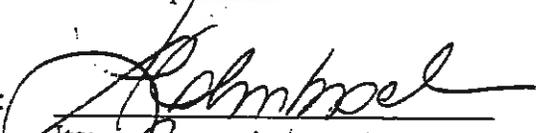
"sublessee" under Paragraph 27 and this Paragraph 30.

9. Survival and Re-Statement of Underlying Phase II Master Lease:

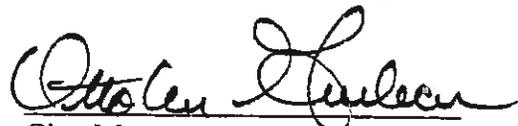
Except as amended by this Second Amendment, the Phase II Master Lease shall remain in full force and effect in accordance with its express written terms.

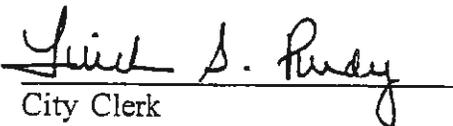
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers, representatives or agents, thereunto duly authorized, as of the date first above written.

KAUFMAN AND BROAD OF  
NORTHERN CALIFORNIA, INC.,  
a California corporation

By:   
Its: President

CITY OF BENICIA,  
a California municipal corporation

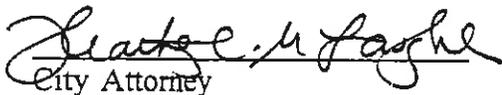
By:   
City Manager

By:   
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorneys for  
KAUFMAN AND BROAD OF  
NORTHERN CALIFORNIA,  
INC.

APPROVED AS TO FORM:

By:   
City Attorney

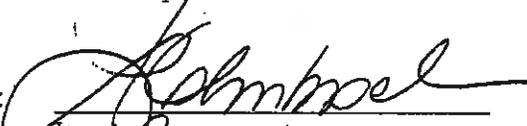
"sublessee" under Paragraph 27 and this Paragraph 30.

9. **Survival and Re-Statement of Underlying Phase II Master Lease:**

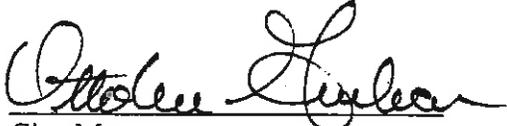
Except as amended by this Second Amendment, the Phase II Master Lease shall remain in full force and effect in accordance with its express written terms.

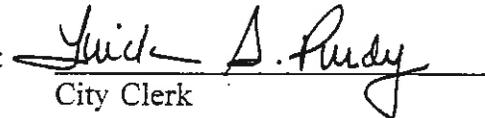
**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to be executed by their respective officers, representatives or agents, thereunto duly authorized, as of the date first above written.

**KAUFMAN AND BROAD OF  
NORTHERN CALIFORNIA, INC.,**  
a California corporation

By:   
Its: President

**CITY OF BENICIA,**  
a California municipal corporation

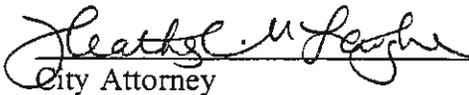
By:   
City Manager

By:   
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorneys for  
KAUFMAN AND BROAD OF  
NORTHERN CALIFORNIA,  
INC.

By:   
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

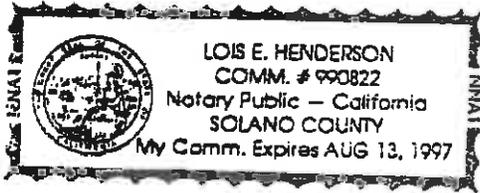
State of CALIFORNIA

County of SOLANO

On August 6, 1997 before me, Lois E. Henderson, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Heather C McLaughlin, City Attorney  
Name(s) of Signer(s)

personally known to me ~~-OR-~~  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.



WITNESS my hand and official seal.

Lois E. Henderson  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Amendment to Option to Purchase Fee Title to Real Property and Exercise of Option

Document Date: \_\_\_\_\_ Number of Pages: 17

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Heather C. McLaughlin  
City Attorney

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
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Signer Is Representing:  
City of Benicia  
a Municipal Corporation

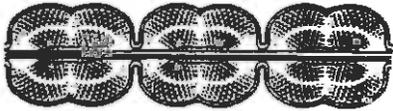
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

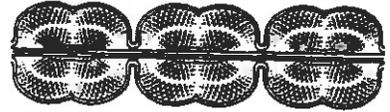
RIGHT THUMBPRINT OF SIGNER  
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Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

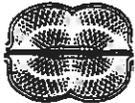
On July 31, 1997 before me, GINA M. CURTIS, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, LISA KALMBACH

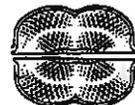
personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~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

WITNESS my hand and official seal.

Gina M. Curtis (SEAL)  
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 8/5/97 before me, Sharon V. Cicchetti

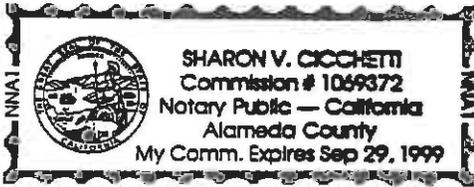
Date

Name, Title of Officer—E.G., "Jane Doe, Notary Public"

personally appeared David P. Lanferman

NAME(S) OF SIGNER(S)

personally known to me -OR-  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.



WITNESS my hand and official seal.

*Sharon V. Cicchetti*  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(s)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**

**LEASE PARCEL DESCRIPTIONS**

**PARCEL "C1"**

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lot 7 as said Lot is shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Maps at Page 64, Solano County Records, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 7; thence along the northeast line of said Lot, which is the southwesterly line of "E" Street, South 60°00'11" East, 396.13 feet; thence leaving said northeast line South 29°59'49" West, 103.00 feet; thence South 60°00'11" East, 8.00 feet; thence South 29°59'49" West, 42.13 feet; thence South 60°00'11" East, 54.90 feet; thence South 15°00'11" East, 35.11 feet; thence South 29°59'49" West, 53.43 feet; thence South 60°00'11" East, 28.65 feet to the northerly line of Lot 8 as it is shown on said map; thence along said northerly line South 29°59'49" West, 110.61 feet; thence North 60°00'11" West, 259.00 feet to a tangent curve to the left having a radius of 75.00 feet; thence along the arc of said curve a distance of 7.01 feet through a central angle of 05°21'19"; thence leaving said northerly line North 29°59'49" East, 32.24 feet; thence South 60°00'11" East, 44.50 feet; thence North 29°59'49" East, 37.58 feet; thence North 60°00'11" West, 49.50 feet; thence North 29°59'49" East, 42.50 feet; thence North 60°00'11" West, 241.50 feet to the northwest line of said Lot, which is the southeast line of East Second Street; thence along said line North 29°59'49" East, 222.00 feet to the POINT OF BEGINNING.

Containing 123,004.95 square feet, more or less.

**End of Description**

**PARCEL "C2"**

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 7, 9 and 11 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Maps at Page 64, Solano County Records, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 7; thence along northeast line of said Lot, which is the southwesterly line of "E" Street South 60°00'11" East, 473.13 feet to the TRUE POINT OF BEGINNING of this description; thence continuing along said northeast line South 60°00'11" East, 436.96 feet; thence leaving said line South 29°59'49" West, 105.25 feet; thence North 60°00'11" West, 98.00 feet; thence South 29°59'49" West, 9.25 feet; thence North 60°00'11" West, 338.96 feet; thence North 29°59'49" East, 114.50 feet to said northeast line, being the TRUE POINT OF BEGINNING of this description.

Containing 49,125.22 square feet, more or less.

**End of Description**

### PARCEL C-3

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 10 and 11 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Maps at Page 64, Solano County Records, more particularly described as follows:

COMMENCING at the northeast corner of Lot 12 as it is shown on said map; thence along northeast line of said Lots, which is the southwesterly line of "E" Street North 60°00'11" West, 707.76 feet to the **TRUE POINT OF BEGINNING** of this description; thence continuing along said northeast line, North 60°00'11" West, 282.62 feet; thence leaving said line South 29°59'49" West, 105.25 feet; thence South 60°00'11" East, 98.00 feet; thence South 29°59'49" West, 8.25 feet; thence South 60°00'11" East, 184.62 feet; thence North 29°59'49" East, 113.50 feet to said northeast line, being the **TRUE POINT OF BEGINNING** of this description.

Containing 31,269.44 square feet, more or less.

### **End of Description**

### PARCEL "C4"

The following two parcels of land located in the City of Benicia, County of Solano, State of California:

#### **ONE:**

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 11, 12, 13 and 14 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Maps at Page 64, Solano County Records, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 12; thence along northeast line of said Lots, which is the southerly line of "E" Street North 60°00'11" West, 630.76 feet; thence leaving said line South 29°59'49" West, 111.50 feet; thence South 60°00'11" East 127.00 feet; thence South 11°50'54" East, 11.24 feet; thence South 60°00'11" East, 52.00 feet; thence South 29°59'49" West, 5.63 feet to a point of tangency with a curve to the left having a radius of 40.50 feet; thence along the arc of said curve 45.49 feet through a central angle of 64°21'00"; thence South 29°59'49" West, 91.74 feet; thence South 60°00'11" East, 76.99 feet; thence North 74°59'49" East, 1.38 feet to a point of tangency with a curve to the left having a radius of 9.50 feet; thence along the arc of said curve a distance of 7.46 feet through a central angle of 45°00'00"; thence North 29°59'49" East, 22.06 feet; thence South 60°00'11" East, 281.61 feet; thence South 86°41'48" East, 44.64 feet to a point of tangency with a curve to the left having a radius of 32.50 feet; thence along the arc of said curve a distance of 25.01 feet through a central angle of 44°05'11" to a point of reverse curvature with a curve having a radius of 45.50 feet; thence along the arc of said curve to the right a distance of 7.34 feet through a central angle of 09°14'37" to the southeasterly line of said Lot 12, which is the

northwesterly line of East Fifth Street as shown on said map; thence along said southeasterly line North 29°59'49" East, 178.90 feet to the POINT OF BEGINNING.

Containing 120,552.73 square feet, more or less.

**TWO:**

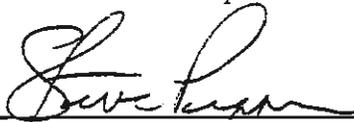
All that portion of East Fifth Street as it is shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple" dated 1847 and filed for record in the Office of the Recorder of Solano County on April 21, 1874; as described in City of Benicia Resolution No. 97-20 entitled "A Resolution of the City Council of the City of Benicia Ordering the Vacation of a Strip of East Fifth Street South of East E Street", a copy of which was recorded February 25, 1997 as Recorder's Series No. 97-00011322, Official Records of the County of Solano.

Containing 2,379 square feet, more or less.

**End of Description**

**SURVEYOR'S STATEMENT:**

These descriptions were prepared by me April 11, 1997, and May 14, 1997, and are hereby signed in accordance with the requirements of the Land Surveyor's Act.



Dated: May 28, 1997

Steven H. Pepper, L.S. 7110  
License expires: 12/31/98

