

FIRST AMENDMENT TO RESTATED AND AMENDED
BENICIA MARINA LEASE AGREEMENT
(MARINA PARCEL)

THIS FIRST AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL) ("First Amendment") is entered as of December 12, 1990, by and between the CITY OF BENICIA, a California municipal corporation ("Landlord"), and SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association ("Tenant").

Landlord and Tenant enter this First Amendment on the basis of the following facts, understandings and intentions.

A. Landlord and Tenant have executed that certain Restated and Amended Benicia Marina Lease Agreement (Marina Parcel) ("Marina Master Lease") as of April 22, 1990. Landlord and Tenant wish to amend the Marina Master Lease on the terms set forth in this First Amendment. Concurrently with this First Amendment, Landlord and Tenant are also executing amendments to each of the Other Master Leases with the same intent and effect as this First Amendment. This First Amendment and the amendments contemporaneously executed in connection with the Other Master Leases are herein referred to collectively as the "Master Lease Amendments." Capitalized terms used herein and not otherwise defined shall have the meanings specified in the Marina Master Lease.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and shall be deemed a part of this First Amendment), and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Landlord and Tenant hereby amend the Marina Master Lease as follows:

1. Revisions to Legal Description and Site Map. The legal description and site map at present attached to the Marina Master Lease and defining and describing the Demised Premises and Premises is hereby deleted in its entirety and superseded and replaced by the legal description and site map attached to this First Amendment as Exhibit A, so that from and after the Effective Date, the Premises demised under the Marina Master Lease and defined therein as the "Demised Premises" and the "Premises" shall be defined and described as set forth in Exhibit A attached hereto.

2. Amendment to Section 3. Section 3 of the Marina Master Lease shall be amended to read in its entirety as follows:

"3. Conditions Precedent: Amendment to Cal Boating Agreements; Adoption of Development Agreement; Adoption of First Amendments to this Lease and Other Master Leases; Effective Date of this Lease. Landlord shall use its best efforts to amend (a) its loan and other agreements with Cal Boating affecting the Project Master Area ("Cal Boating Agreements") and (b) the BCDC Permit so that the Cal Boating Agreements and the BCDC Permit will be consistent with the terms of this Lease and the Other Master Leases. Tenant agrees to cooperate in Landlord's efforts to amend the Cal Boating Agreements and the BCDC Permit, as aforesaid. Landlord's receipt on or before the date which is the last day of the month which is eighteen (18) months after the Execution Date ("Conditions Date") of all consents and approvals required of Cal Boating to this Lease and the Other Master Leases, as evidenced in writings satisfactory to Tenant and Landlord, shall be a condition precedent to Tenant's and Landlord's obligations under this Lease and the Other Master Leases. Any consents and approvals required of BCDC to this Lease and the Other Master Leases shall not be a condition precedent to Landlord's and Tenant's obligations under this Lease and the Other Master Lease. In addition, effective contemporaneously with this Lease, Landlord and Tenant shall enter a First Amendment to each of this Lease and the Other Master Leases whereby, among other amendments, (i) the legal descriptions of the premises demised under this Lease and the Phase II Master Lease shall be amended to reflect the shift of a portion of property demised to Tenant under the Phase II Master Lease to the property demised under this Lease, (ii) the minimum annual rent payable under this Lease and the Phase II Master Lease shall be adjusted to reflect changes in the square footage of property demised to Tenant under this Lease and the Phase II Master Lease, and (iii) Section 10.e. of this Lease shall be amended to provide that the existing building identified therein shall not be moved or demolished but instead shall be subleased by Tenant to Landlord on the terms and conditions set forth in the Phase II Development Agreement (as defined below). The completion by the Conditions Date of any actions or receipt of any approvals necessary for this Lease, the Other Master Leases and the amendments to each of this Lease and the Phase II Master Lease described herein to comply with the California Subdivision Map Act and the Benicia subdivision ordinance shall be conditions precedent to each party's obligations under this Lease. In addition, the parties' execution on or before the Conditions Date of a development agreement ("Phase II Development Agreement") pertaining to the development of the Phase II Condominium Project, adopted in compliance with the City of Benicia Development

Agreement ordinance shall be a condition precedent to Tenant's and Landlord's obligations under this Lease. In addition, the parties' execution by the Conditions Date of each of the amendments above-described to this Lease and the Other Master Leases, and the effectiveness of each of said amendments shall be conditions concurrent to Tenant's and Landlord's obligations under this Lease. As, if and when the same have timely occurred, Landlord and Tenant shall evidence their agreement that the foregoing conditions have been satisfied by each delivering to the other a certificate to that effect. Notwithstanding anything to the contrary contained elsewhere in this Lease, the effective date of this Lease (and the effective date of the amendments hereto described herein) ("Effective Date") shall occur only when the foregoing conditions shall be timely satisfied as evidenced by the delivery of the certificates provided herein. Unless and until all of such conditions shall be timely satisfied, the Original Master Lease and Original Master Sublease shall remain in full force and effect."

3. Adjustments to Minimum Annual Rent. Landlord and Tenant acknowledge and understand that the revisions to the legal description and site map accomplished by Section 1 of this First Amendment have the effect of increasing the number of square feet of land area in the Demised Premises from 262,155 square feet to 271,595 square feet. The number of square feet of water area in the Demised Premises remains unchanged at 606,719 square feet. Since the minimum annual rent set forth in Section 8.a. of the Marina Master Lease is based on the number of square feet of land area and water area in the Demised Premises, the parties wish to, and hereby do, amend said Section 8.a. to reflect such adjustment, so that said Section 8.a. shall henceforward read in its entirety as follows:

"8. Minimum Annual Rent. Tenant shall pay to Landlord a minimum annual rental in twelve (12) equal monthly installments. Installments shall be payable on the first day of each month. If any installment is not paid within fifteen (15) days after it is due, Tenant shall pay to Landlord a late fee in an amount equal to one percent (1%) of the amount not timely paid for each month or portion thereof that such amount remains unpaid.

a. Demised Premises. From and after the Effective Date, and continuing through June 30, 1992, the minimum annual rental shall be \$104,002.00. For the period from July 1, 1992 through June 30, 2002, the minimum annual rental shall be \$126,841.00. From July 1,

2002 until the end of the term or this Lease is earlier terminated, the minimum annual rental shall be \$167,200.00. The foregoing amounts are exclusive of amounts of minimum annual rental payable for the New Dry Boat Storage Area, from and after the Date of Tenant's exercise of the Option (if such exercise timely occurs), as set forth in Section 8.b below)."

4. Amendment to Section 10.e. of Marina Master Lease: Sublease by Tenant to Landlord of Portion of Demised Premises Containing Existing Building. The Phase II Development Agreement contemplates that, contrary to Section 10.e. of the Marina Master Lease as presently written, the existing building described in Section 10.e. of the Marina Master Lease shall not be moved by Landlord nor demolished by Tenant, but instead shall remain in its present location. In addition, the portion of the Project Master Area on which is located such existing building is to be reconfigured so that such portion shall no longer be part of the premises demised under the Phase II Master Lease but instead shall be part of the Marina Demised Premises. Section 10.e. of the Marina Master Lease as presently written erroneously states that the existing building is presently located on the Marina Demised Premises. In addition, the Phase II Development Agreement contemplates that the portion of the Demised Premises on which is located the existing building, and the existing building itself, shall be subleased by Tenant to Landlord, on the terms set forth in the Phase II Development Agreement. The parties wish to, and hereby do, amend said Section 10.e. to henceforward read in its entirety as follows:

"e. Sublease of Building on Parcel M4 by Tenant to Landlord. Tenant and Landlord shall enter a sublease agreement ("Community Building Sublease") for that portion of the Demised Premises shown and described as Parcel M4 on Exhibit A attached hereto (the "Subleased Premises"), including the existing building located on the Subleased Premises ("Community Building") in the form of Exhibit D attached hereto. The Community Building Sublease shall contain, among other terms, the following: (i) the term of the Community Building Sublease shall be co-terminous with the Term of this Lease; (ii) the consideration for the Community Building Sublease shall be the sum of (A) \$1.00 per year plus (B) Landlord's assumption of all obligations of Tenant under

this Lease (as amended) pertaining to the Community Building, with the following limited exceptions: Tenant under the Marina Master Lease shall be responsible under the Community Building Sublease for maintaining the roof, major heating, ventilation, electrical and plumbing systems and structural integrity of the Community Building, and shall perform other maintenance tasks of a capital nature, but Landlord shall be responsible for maintaining and keeping in good repair the windows, interior wall surfaces, floors, furnishings, fixtures and equipment and other features of the Community Building affected by ongoing use by the public; and provided further, that Landlord shall be responsible for the repair of any damage caused by persons using the Community Building other than Tenant or Tenant's agents, employees or invitees; (iii) rent payable by the Tenant under this Lease shall not be reduced, based on the number of square feet in the Subleased Premises; (iv) Landlord's execution of the Community Building Sublease shall be deemed Landlord's consent to Tenant's sublease of the Community Building and the Subleased Premises to Landlord. Nothing in the Community Building Sublease shall cause Landlord's fee interest estate in the Demised Premises and subleasehold estate in the Subleased Premises to merge."

Except as amended by this First Amendment, the Marina 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 First Amendment to be executed by their respective

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officers, representatives or agents, thereunto duly authorized,
as of the date first above written.

CITY OF BENICIA, a California
municipal corporation

By: *Wm. J. F. ...*
Mayor

By: *Francis D. ...*
City Clerk

APPROVED AS TO FORM:

Jeffrey A. Walter
City Attorney

SOUTHERN CALIFORNIA FEDERAL
SAVINGS AND LOAN ASSOCIATION,
a federally chartered savings and
loan association

By: *[Signature]*
Its: *[Signature]*

By: *[Signature]*
Its: *Vice President*

APPROVED AS TO FORM:

Lane Powell Spears Lubersky
Counsel to Tenant

By: *Robert A. Crooks*
Robert A. Crooks

Exhibit A

Revised Legal Description and Site Map

PARCEL M1

BEING ALL OF LOTS 2, 4 AND 5 AND PORTIONS OF LOTS 7, 9, 10, 11, 12, 13 AND 14 AND ALL OF LOT 17 INCLUSIVE AS SHOWN ON "PARCEL MAP MARINA BASIN SUBLEASING" (27 PM 64), LOCATED IN THE CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA.

COMMENCING AT A POINT THAT IS THE SOUTHWEST CORNER OF LOT 3 AS DESIGNATED ON "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64); THENCE NORTH $04^{\circ} 10'00''$ EAST, 19.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $04^{\circ} 10'00''$ EAST, 212.39 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 49.00 FEET, THROUGH A CENTRAL ANGLE OF $38^{\circ} 10'00''$, AN ARC LENGTH OF 32.64 FEET; THENCE NORTH $34^{\circ} 00'00''$ WEST, 159.92 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF $63^{\circ} 59'49''$, AN ARC LENGTH OF 83.77 FEET; THENCE NORTH $29^{\circ} 59'49''$ EAST, 208.21 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ} 00'00''$, AN ARC LENGTH OF 117.81 FEET; THENCE SOUTH $60^{\circ} 00'11''$ EAST, 259.00 FEET; THENCE NORTH $29^{\circ} 59'49''$ EAST, 190.00 FEET; THENCE SOUTH $60^{\circ} 00'11''$ EAST, 910.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ} 00'00''$, AN ARC LENGTH OF 117.81 FEET; THENCE SOUTH $29^{\circ} 59'49''$ WEST, 237.37 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF $63^{\circ} 18'24''$, AN ARC LENGTH OF 110.49 FEET; THENCE NORTH $86^{\circ} 41'48''$ WEST, 681.78 FEET; THENCE SOUTH $03^{\circ} 18'12''$ WEST, 77.00 FEET; THENCE SOUTH $86^{\circ} 41'48''$ EAST, 150.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 17.07 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ} 00'00''$, AN ARC LENGTH OF 13.41 FEET; TO A POINT OF REVERSE CURVATURE; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 17.07 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ} 00'00''$, AN ARC LENGTH OF 13.41 FEET; THENCE SOUTH $86^{\circ} 41'48''$ EAST, 70.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 17.07 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ} 00'00''$, AN ARC LENGTH OF 13.41 FEET; TO A POINT OF REVERSE CURVATURE; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 17.07 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ} 00'00''$, AN ARC LENGTH OF 13.41 FEET; THENCE SOUTH $86^{\circ} 41'48''$ EAST, 115.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 17.07 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ} 00'00''$, AN ARC LENGTH OF 13.41 FEET; TO A POINT OF REVERSE CURVATURE; THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 17.07 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ} 00'00''$, AN ARC LENGTH OF 13.41 FEET; THENCE SOUTH $86^{\circ} 41'48''$ EAST, 70.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF $30^{\circ} 00'00''$, AN ARC LENGTH OF 20.94 FEET; THENCE NORTH $63^{\circ} 18'12''$ EAST, 50.56 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE

OF 30°00'00", AN ARC LENGTH OF 20.94 FEET; THENCE SOUTH 86°41'48" EAST, 50.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 61.46 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 48.27 FEET; TO A POINT OF REVERSE CURVATURE; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 61.46 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 48.27 FEET; THENCE SOUTH 86°41'48" EAST, 50.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS 50.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 03°18'12" EAST, 72.36 FEET; THENCE SOUTH 85°34'55" EAST, 18.26 FEET; THENCE NORTH 48°18'12" EAST, 28.60 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 117.81 FEET; THENCE SOUTH 86°41'48" EAST, 111.70 FEET; THENCE NORTH 03°18'12" EAST, 44.91 FEET; THENCE NORTH 60°00'11" WEST, 175.89 FEET; THENCE NORTH 29°59'49" EAST, 68.79 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 115.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 180.64 FEET; THENCE NORTH 60°00'11" WEST, 397.50 FEET; THENCE NORTH 29°59'49" EAST, 104.00 FEET; THENCE NORTH 60°00'11" WEST, 395.00 FEET; THENCE SOUTH 29°59'49" WEST, 104.00 FEET; THENCE NORTH 60°00'11" WEST, 157.50 FEET; THENCE SOUTH 29°59'49" WEST, 190.00 FEET; THENCE NORTH 60°00'11" WEST, 306.38 FEET; THENCE SOUTH 29°59'49" WEST, 126.46 FEET; THENCE NORTH 60°00'11" WEST, 166.12 FEET; THENCE SOUTH 29°59'49" WEST, 87.00 FEET; THENCE SOUTH 60°00'11" EAST, 121.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 25.00 FEET THROUGH WHICH A RADIAL LINE BEARS NORTH 61°59'28" EAST, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°03'35", AN ARC LENGTH OF 35.81 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 35°56'57" EAST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 38°37'42", AN ARC LENGTH OF 26.97 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 74°34'39" WEST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 31°40'57", AN ARC LENGTH OF 27.65 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 42°53'42" EAST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 26°37'15", AN ARC LENGTH OF 18.58 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 69°30'57" WEST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 15°11'50", AN ARC LENGTH OF 53.05 FEET TO A POINT OF REVERSE CURVATURE, THROUGH WHICH A RADIAL LINE BEARS SOUTH 54°19'07" EAST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 22.00 FEET, THROUGH A CENTRAL ANGLE OF 75°56'37", AN ARC LENGTH OF 29.16 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 49°44'16" WEST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 28.00 FEET THROUGH A CENTRAL ANGLE OF 88°27'54", AN ARC LENGTH OF 43.23 FEET TO A POINT OF REVERSE CURVATURE

THROUGH WHICH A RADIAL LINE BEARS SOUTH $41^{\circ}47'50''$ EAST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 42.00 FEET, THROUGH A CENTRAL ANGLE OF $68^{\circ}02'35''$, AN ARC LENGTH OF 49.88 FEET, TO A POINT OF TANGENCY; THENCE SOUTH $19^{\circ}50'25''$ EAST, 40.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 60.00 FEET THROUGH WHICH A RADIAL LINE BEARS NORTH $01^{\circ}19'44''$ WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $14^{\circ}39'39''$, AN ARC LENGTH OF 15.35 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH $15^{\circ}59'23''$ EAST; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF $114^{\circ}49'22''$, AN ARC LENGTH OF 60.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH $08^{\circ}50'00''$ WEST, 28.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 26.00 FEET, THROUGH A CENTRAL ANGLE OF $80^{\circ}15'45''$, AN ARC LENGTH OF 36.42 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH $18^{\circ}34'15''$ WEST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 31.00 FEET THROUGH A CENTRAL ANGLE OF $97^{\circ}28'58''$, AN ARC LENGTH OF 52.74 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH $63^{\circ}56'48''$ EAST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF $32^{\circ}45'00''$, AN ARC LENGTH OF 34.30 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH $83^{\circ}18'12''$ WEST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 24.00 FEET, THROUGH A CENTRAL ANGLE OF $96^{\circ}00'00''$, AN ARC LENGTH OF 40.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH $89^{\circ}18'12''$ WEST, 14.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 21.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH $00^{\circ}41'48''$ EAST, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $87^{\circ}04'36''$, AN ARC LENGTH OF 31.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH $02^{\circ}13'36''$ WEST, 41.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 38.50 FEET, THROUGH A CENTRAL ANGLE $137^{\circ}52'38''$, AN ARC LENGTH OF 92.65 FEET; THENCE SOUTH $35^{\circ}50'00''$ EAST, 68.52 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL M2

BEING ALL OF LOTS 8, 15, 16 AS SHOWN ON "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), LOCATED IN THE CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA.

COMMENCING AT A POINT THAT IS THE SOUTHWEST CORNER OF LOT 3 AS DESIGNATED ON "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64); THENCE NORTH $04^{\circ}10'00''$ EAST, 232.09 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 49.00 FEET, THROUGH A CENTRAL ANGLE OF $38^{\circ}10'00''$, AN ARC LENGTH OF 32.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $34^{\circ}00'00''$ WEST, 159.92 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF $63^{\circ}59'49''$, AN ARC LENGTH OF 83.77 FEET; THENCE NORTH $29^{\circ}59'49''$ EAST, 208.21 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC LENGTH OF 117.81 FEET; THENCE SOUTH $60^{\circ}00'11''$ EAST, 259.00 FEET; THENCE NORTH $29^{\circ}59'49''$ E, 190.00 FEET; THENCE SOUTH $60^{\circ}00'11''$ EAST, 910.00 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC LENGTH OF 117.81 FEET; THENCE SOUTH $29^{\circ}59'49''$ WEST, 237.37 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF $63^{\circ}18'24''$, AN ARC LENGTH OF 110.49 FEET; THENCE NORTH $86^{\circ}41'48''$ WEST, 782.75 FEET; THENCE NORTH $03^{\circ}18'12''$ EAST, 83.63 FEET; THENCE NORTH $29^{\circ}59'49''$ EAST, 120.30 FEET; THENCE NORTH $60^{\circ}00'11''$ WEST, 34.00 FEET; THENCE NORTH $29^{\circ}59'49''$ EAST, 148.05 FEET; THENCE SOUTH $74^{\circ}25'52''$ EAST, 718.67 FEET; THENCE NORTH $29^{\circ}59'49''$ EAST, 77.44 FEET; THENCE NORTH $74^{\circ}25'52''$ WEST, 807.47 FEET; THENCE SOUTH $29^{\circ}59'49''$ WEST, 199.03 FEET; THENCE NORTH $60^{\circ}00'11''$ WEST, 46.00 FEET; THENCE NORTH $29^{\circ}59'49''$ EAST, 78.50 FEET; THENCE NORTH $60^{\circ}00'11''$ WEST, 345.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE SOUTH WITH A RADIUS OF 60.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH $62^{\circ}11'10''$ EAST, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $61^{\circ}48'50''$, AN ARC LENGTH OF 64.73 FEET; THENCE SOUTH $34^{\circ}00'00''$ EAST, 159.92 FEET; THENCE SOUTH $56^{\circ}00'00''$ WEST, 15.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL M3

BEING THE SAME AS LOT 3 AS SHOWN ON "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), LOCATED IN THE CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA.

COMMENCING AT A POINT THAT IS THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 04°10'00" EAST, 232.09 FEET; THENCE THROUGH A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 49.00 FEET, THROUGH A CENTRAL ANGLE OF 38°10'00", AN ARC LENGTH OF 32.64 FEET; THENCE NORTH 58°00'00" EAST, 15.00 FEET; THENCE NORTH 86°30'00" EAST, 80.00 FEET; THENCE SOUTH 04°00'00" EAST, 129.39 FEET; THENCE SOUTH 07°30'00" WEST, 154.49 FEET; THENCE NORTH 85°50'00" WEST, 75.00 FEET; THENCE NORTH 85°50'00" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL M4

BEING A PORTION OF LOT 12 AS SHOWN ON "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), LOCATED IN THE CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA.

COMMENCING AT A POINT THAT IS THE MOST WESTERLY CORNER OF LOT 7 ON MAP DESIGNATED AS "PARCEL MAP-MARINA BASIN SUBLEASING" (27 PM 64), ALSO THE MOST NORTHERLY CORNER OF THE BENICIA YACHT CLUB; THENCE NORTH 29° 59' 49" EAST, 295.31 FEET; THENCE SOUTH 60° 00' 11" EAST, 1897.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60° 00' 11" EAST, 80.00 FEET; THENCE SOUTH 29° 59' 49" WEST, 118.00 FEET; THENCE NORTH 60° 00' 11" WEST, 80.00 FEET; THENCE NORTH 29° 59' 49" EAST, 118.00 FEET; TO THE TRUE POINT OF BEGINNING.

PARCEL M5

DRY BOAT STORAGE YARD

**BEING THE SAME AS PARCEL 4 AS SHOWN ON "PARCEL MAP" (S PM 29) LOCATED
IN THE CITY OF BENICIA, SOLANO COUNTY, CALIFORNIA.**

