



HA55D-34
Channel Reef Community Association
Lower Newport Bay
2525 Ocean Blvd.
Corona del Mar, CA

LEASE

THIS IS A LEASE AGREEMENT (hereinafter referred to as “**Lease**”) made _____, 2021, (“**Effective Date**”) by and between COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Lessor**”) and CHANNEL REEF COMMUNITY ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “**Tenant**”, without regard to number and gender. The County and Tenant may individually be referred to herein as a “**Party**” or collectively as the “**Parties.**”

1. DEFINITIONS (1.0 SR)

The following words in this Lease shall have the significance attached to them in this Clause (DEFINITIONS), unless otherwise apparent from context:

“**Auditor Controller**” means the Auditor Controller, County of Orange, or designee, or upon written notice to Tenant, such other person or entity acting in a similar capacity as shall be designated by the Board of Supervisors.

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to Tenant, such other entity as shall be designated by the County Executive Officer.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the Board of Supervisors.

“**Director of OC Parks**” or “**Director**” means the Director, Orange County Parks, OC Community Resources, County of Orange, or designee, or upon written notice to Tenant, such other person or entity acting in a similar capacity as shall be designated by the Board of Supervisors.

“**Treasurer-Tax Collector**” means the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the Board of Supervisors.

2. PREMISES (1.1 SR)

County leases to Tenant that certain property as described in Exhibit A and shown on Exhibit B (“**Premises**”), which exhibits are attached hereto and by this reference made a part hereof. The

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Premises are accepted “as is” and “where is” by Tenant subject to any and all existing easements and encumbrances.

3. USE (1.2 SR)

The Premises shall be used solely for the purposes of operating and maintaining a boat marina on the Premises. Tenant agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises. Tenant agrees not to conduct or permit to be conducted any public or private nuisance in, on or from the Premises, or to commit or permit to be committed disposal of any waste material within the Premises. Tenant further agrees that it will not use the Premises or any part thereof for any purpose inconsistent with the Tidelands Grant, which grant is defined in Clause 52 (LIMITATION OF THE LEASEHOLD) of this Lease, upon which said lands are held by Lessor, or with the requirements of commerce and navigation at Newport Harbor and shall comply with all governmental laws and regulations in connection with said use of the Premises.

NO ALCOHOL, TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM THE PREMISES. DRINKING ALCOHOLIC BEVERAGES AND SMOKING OF ANY KIND IS PROHIBITED INSIDE ANY BUILDING WITHIN THE PREMISES.

4. COUNTY’S USE RESERVATIONS AND RIGHT OF ENTRY (1.3 SR)

County reserves the right from time to time, without unreasonable interference, to access and use the Premises for County use as well as to confirm that Tenant is using the Premises consistent with those uses articulated in Clause 3 (USE). Tenant shall cooperate with County during County’s access and use of the Premises.

5. PARKING (1.4 SR) - *Intentionally Omitted*

6. TERMINATION OF PRIOR AGREEMENTS (1.5 SR)

It is mutually agreed that this Lease shall terminate and supersede any prior agreements between the Parties hereto covering all or any portion of the Premises, including that certain License dated October 7, 2019, which License is also known as HA55D-34.1. Notwithstanding the foregoing, this provision shall not release Tenant from any obligations under any prior agreements to be performed through the Commencement Date of this Lease or from any obligations of indemnification based upon events occurring prior to the Effective Date of this Lease.

7. TERM (1.6 SR)

The term of this Lease shall be thirty (30) years (“**Term**”), commencing on January 1, 2022, (“**Commencement Date**”).

8. OPTION TO EXTEND TERM (1.7 SR) - *Intentionally Omitted*

9. RENT (1.8 SR)

Tenant agrees to pay to County as rent for the Premises the sum of one thousand five hundred dollars (\$1,500.00) per month (“**Rent**”), with payment due on the Commencement Date and adjusted pursuant to the Rent Adjustment schedule in Clause 10 (RENT ADJUSTMENT) below. Rent owed for the period between the Effective Date and the Commencement Date, if any, shall

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be paid based on a pro rata calculation and due with the first rent payment on the Commencement Date. All other Rent payments owed throughout the Term shall be owed in advance and paid consistent with Clause 11 (RENT PAYMENT PROCEDURE) below.

The Parties agree that Rent shall be absolutely net to County and that, except as otherwise provided herein, Tenant will pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments of every kind and nature incurred for, against or in connection with the Premises which arise or become due during the Term as a result of Tenant's use and occupancy of the Premises (not including possessory interest assessments which are addressed in Clause 28 (TAXABLE POSSESSORY INTEREST ASSESSMENTS)). Under no circumstances is County obligated or required to make any payment of any kind whatsoever or be under any other obligation or liability under this Lease except as expressly provided herein.

10. RENT ADJUSTMENT (1.9 N)

The Rent specified in Clause 9 (RENT) shall be subject to automatic adjustments every three (3) years from the Commencement Date. The Rent will be adjusted according to the Consumer Price Index for Los Angeles-Long Beach-Anaheim (All Urban Consumers-All Items 1982-84=100) promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, or any replacement index thereto and consistent with the formula below:

$$A = \$1,500 \times B/C$$

A = Adjusted Rent

B = Monthly index for the fourth month prior to the month in which the rental rate adjustment is to become effective.

C = Monthly index for the month of the Effective Date of this Lease agreement.

Notwithstanding the foregoing, in no event shall the Rent be reduced by reason of any such adjustment. In the event that the Consumer Price Index is not issued or published for the period for which such rent is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the U.S. Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the U.S. Government shall be used and if none is so published, then another index generally recognized and authoritative shall be substituted by Director of OC Parks.

Fifteen-Year Revision: County and Tenant agree the rent payable shall be subject to periodic adjustment by reappraisal every fifteen (15) years from the Effective Date of this Lease. Each Party shall hire their own qualified appraiser no less than a hundred and eighty (180) days prior to the next scheduled reappraisal adjustment date. Each Party is responsible for the cost of the appraiser it employs. The County, through its Chief Real Estate Officer, will set a pre-appraisal meeting with both appraisers to provide a "Scope of Work." The appraisers will have one hundred and twenty (120) days from the pre-appraisal meeting to deliver to County and Tenant copies of a fully documented written report, prepared in accordance with the Scope of Work, containing the appraiser's independent opinion of value of the Premises.

The rent will be the mathematical mean of the two appraisals. At no time should the reappraised rent be less than the current existing rent.

11. RENT PAYMENT PROCEDURE (2.0 SR)

Rent payments shall be delivered to and filed with:

Orange County Treasurer-Tax Collector
Revenue Recovery/Accounts Receivable Unit
P.O. Box 4005
Santa Ana, California 92702-4005

County may change the designated place of payment and filing at any time upon ten (10) calendar days' written notice to Tenant. Rent payments may be made by check payable to the County of Orange. Tenant assumes all risk of loss if payments are made by mail.

No payment by Tenant or receipt by County of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and County shall accept such check or payment without prejudice to County's right to recover the balance of the amount due or pursue any other remedy in this Lease. Nor shall County's acceptance of a lesser amount due or delay in pursuing full payment act as a legal bar against County's recovery of any amount due under this Lease.

All sums due under this Lease shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand.

12. CHARGE FOR LATE PAYMENT (2.1 SR)

Tenant hereby acknowledges that the late payment of Rent or any other sums due hereunder will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment of Rent as specified in Clause 9 (RENT) or of any other sum due County under this Lease is not received by County within five (5) days after the due date, a late charge of one hundred dollars (\$100) shall be added to the payment, and the total sum shall become immediately due and payable to County. An additional charge of one hundred dollars (\$100) shall be added for each additional month that said payment remains unpaid.

Tenant and County hereby agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Tenant's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by County shall in no event constitute a waiver of Tenant's Default (as defined in Clause 30 (DEFAULTS AND REMEDIES)) with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

13. LEASE ADMINISTRATIVE COST (2.2 SR) - *Intentionally Omitted*

14. SECURITY DEPOSIT (2.3 SR)

Tenant has deposited with the Treasurer-Tax Collector (consistent with Clause 11 (RENT PAYMENT PROCEDURE)) the sum of three thousand five hundred dollars (\$3,500) (the "Security Deposit"), to be held by County as security for the full and faithful performance of Tenant's obligations under this Lease, to pay any rental sums, including without limitation such Additional Rent as may be owing under any provision hereof, and to maintain the Premises as required by Clause 16 (MAINTENANCE OBLIGATIONS OF Tenant) or any other provision of this Lease. Upon any breach of the foregoing obligations by Tenant or any Tenant Default, County

may apply all or part of the Security Deposit as full or partial compensation. If any portion of the Security Deposit is so applied, Tenant shall within five (5) days after written demand by County deposit cash with County in an amount sufficient to restore the Security Deposit to its original amount.

County shall be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. In no event may Tenant utilize all or any portion of the Security Deposit as a payment toward any Rent or Additional Rent due under this Lease. Any unapplied balance of the Security Deposit shall be returned to Tenant or, at County's option, to the last assignee of Tenant's interest in this Lease within thirty (30) days following the termination of this Lease and Tenant's vacation of the Premises.

Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any similar or successor laws now or hereafter in effect, in connection with County's application of the Security Deposit to prospective rent that would have been payable by Tenant but for the early termination due to Tenant's Default as defined in Clause 30 (DEFAULTS AND REMEDIES).

15. RECORDS AND ACCOUNTS (2.4 SR) - *Intentionally Omitted*

16. MAINTENANCE OBLIGATIONS OF TENANT – CONDITIONS AND CARE OF PREMISES (2.5 SR)

A. Tenant shall, to the satisfaction of County, keep and maintain, or cause to be kept and maintained, the Premises and all Tenant Improvements (as defined in this Clause 16) of any kind in place and used, occupied, or otherwise operated or maintained by the Tenant on the Premises prior to the Commencement Date, or which may be erected, installed, or made thereon by Tenant, during the Term or Extension Term of this Lease, in good condition and in substantial repair, provided that in the event (i) of substantial damage to any such Tenant Improvements it shall be at Tenant's option whether to repair or replace such improvements (provided that if the improvements are not to be repaired or replaced, then they shall be placed into a safe condition or removed), as provided in Clause 20 (OPERATIONAL REQUIREMENTS OF TENANT) below or (ii) Tenant ceases to use any improvements, it shall be at Tenant's option to not repair or replace any such improvement so long as the improvement is maintained in a safe condition or removed. Subject to the foregoing, it shall be Tenant's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair.

B. Tenant shall keep the Premises clean and in good repair during any time which Tenant, its agents, or employees use the Premises at its sole cost and expense. Except as otherwise expressly set forth in this Lease, Tenant shall be responsible for all costs relating to the operation and maintenance of the Premises.

C. Tenant shall be solely responsible for all costs and expenses for any maintenance and repairs necessitated by the actions of Tenant, or Licensee(s), resulting in an extraordinary load imposed on underground utilities outside the Premises or contamination of Common Areas and Harbor waterways.

D. If Tenant fails to maintain or make repairs or replacements as required herein, County shall notify Tenant in writing of said failure. Should Tenant fail to correct the situation within five (5) business days after receipt of written notice specifying the condition to be corrected (provided that such 5-day period may be extended accordingly if a longer time is necessary to correct the condition and Tenant promptly commences such cure and diligently prosecutes it to completion),

County may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by Tenant within ten (10) business days of receipt of a statement, including reasonable supporting documentation, of said cost from County. County may, at its sole option, choose other remedies available herein, or by law.

E. If Tenant receives an inspection notice or a deficiency notice following an inspection by any public or regulatory agency having jurisdiction, Tenant agrees to make any and all corrections in the manner required immediately upon receipt of by such notice. Tenant's failure to comply with the provisions of this Clause 16 shall constitute a Tenant Default and the County may proceed with any and all County Remedies as defined in Clause 30 (DEFAULTS AND REMEDIES) and this Lease shall be subject to termination at County's option.

F. County shall have no obligation or responsibility to dredge, remove debris, or to maintain, repair, or replace improvements constructed within the Premises, except as otherwise provided by law. Tenant shall have no obligation to dredge the Premises nor to maintain, supervise, repair or replace any improvements installed by County or any other party (other than Tenant's Licensees) nor for debris or materials which are not deposited by Tenant or its Licensees and which comes onto or out of the Premises.

17. CONSTRUCTION AND/OR ALTERATIONS BY TENANT (2.6 SR)

County's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of County. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the County as a condition to granting such consent, shall be conditions hereof as though originally stated herein. Tenant may, at any time and at its sole expense, install and replace business fixtures and equipment constructed by Tenant, within the Premises.

Strict Compliance with Plans and Specifications. All improvements constructed by Tenant within the Premises shall be constructed in strict compliance with detailed plans and specifications approved by County and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, and Labor Code Sections 1720-1824, which require those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County.

Permits. All County approved improvements to the Premises shall be constructed in accordance with valid permits and all applicable laws and in a good and workmanlike manner, including, but limited to, (a) Tenant shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor's bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 31 (LABOR CODE COMPLIANCE) of this Lease; and (b) Tenant shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq.*, and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Tenant shall award the contract or contracts for such improvements.

All preparation and processing for environmental clearance shall be at Tenant's sole cost and expense. In the event that the environmental process results in any required mitigation measures,

performance of such mitigation measures, including all associated costs and expenses shall be the sole responsibility of Tenant.

County has no obligation to notify Tenant regarding requirements for permits, licenses, approvals or other consents from governmental agencies, including the County of Orange in its regulatory capacity, nor shall County have any obligation to obtain permits, licenses, approvals or other consents from governmental agencies on behalf of Tenant. County agrees to give its consent as property owner to any application made with regard to any such permits, licenses, approvals or other consents which may be required by any governmental agency or by the County of Orange in its regulatory capacity related to activities or design and construction of improvements approved by County in accordance with this Lease. Any such consent given by County as the property owner is not to be interpreted to obligate County to pay any fees related to the application or issuance of any such permit, license, approvals or other consents, nor shall such consent be deemed a waiver of any fee which may be charged by County's Property Permit department. Any conditions placed on Tenant's design and construction or operation of the Premises as a result of the issuance of permits, licenses, approvals or other consents shall be the sole obligation of Tenant with regard to performance responsibilities, cost and expense.

Any approvals or consents given by County under this Lease, as a party to this Lease, shall not be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules and/or regulations or approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements nor shall County, as a party to this Lease be responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of Tenant's construction and/or maintenance plans.

All planning and architectural/design costs required to accomplish the construction shall be Tenant's responsibility and shall be approved by the Director. Such approvals will not be unreasonably withheld or delayed and shall not relieve Tenant of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

18. OWNERSHIP OF IMPROVEMENTS (2.7 SR)

Tenant shall provide all equipment necessary for use of the Premises consistent with this Lease. All buildings, improvements, and facilities, exclusive of trade fixtures, constructed or placed within the Premises by Tenant ("**Tenant Improvements**") must, upon completion, be free and clear all liens, claims, or liability for labor or material and at County's option shall be the property of County at the expiration of this Lease or upon earlier termination hereof. County retains the right to require Tenant, at Tenant's cost, to remove all Tenant Improvements located on the Premises at the expiration or termination hereof. In the event that Tenant fails to remove said Tenant Improvements within fifteen (15) days following receipt of written notice from County to do so, such Tenant Improvements will be deemed abandoned and Tenant shall lose all right, title and interest in and thereto, and County may elect (i) at Tenant's cost, to remove, demolish, or otherwise dispose of some or all of such items or (ii) sell or make use of any or all such items.

19. MECHANICS LIENS OR STOP-NOTICES (2.8 SR)

Tenant shall at all times indemnify, defend with counsel approved in writing by County and save County harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures,

improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees and costs.

In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Tenant shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with Section 8424 or 9000 et seq. of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Tenant fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the Tenant shall be in Tenant Default and shall be subject to immediate termination.

20. OPERATIONAL REQUIREMENTS OF TENANT (2.9 SR)

A. Quality and Service Standards. Tenant shall at all times operate the Premises in a manner consistent with Clause 3 (USE).

B. Standards of Operation. Tenant shall operate the Premises in a manner similar to other comparable facilities in Southern California which offer similar services and amenities. Tenant shall, at its sole expense, take reasonable steps to provide security measures for the protection of persons and property within the Premises.

C. Protection of Environment. Tenant shall not permit:

- 1. Littering within the Premises.
- 2. Excessive noise emanating from the Premises.
- 3. Excessive light and glare from light fixtures within the Premises that could impact the safe operation of automobiles, watercraft and aircraft in the area.
- 4. Discharge or runoff of pollutants, including petroleum products, waste and debris from any source on the Premises into the waters within or adjacent to the Premises or other activities that are harmful to water quality.
- 5. Tenant shall immediately report any spillage, leakage, or discharge of any toxic, hazardous or polluting materials to the proper authorities.

D. On-Site Management.

- 1. Tenant shall employ and designate to County a competent manager (“**Tenant Manager**”) who shall be responsible for the day-to-day operation and maintenance, cleanliness, and general order of the Premises. Tenant Manager shall be vested with the authority of Tenant with respect to the supervision over the operation and maintenance of the Premises, including the authority to enforce compliance by Tenant’s agents, employees, subtenants, concessionaires, or licensees with the terms and conditions of this Lease and any and all rules and regulations adopted hereunder. Tenant shall notify County in writing of the name of the manager currently so employed, as well as successor managers, in the manner as provided in the Clause 62 (NOTICES) below.

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2. Tenant agrees to obey, abide by, and be in conformance with all applicable governmental codes, laws, rules and/or regulations, now or hereafter promulgated, concerning operations on the Premises.

E. Failure to Comply. Failure by Tenant to comply with A, B, C, and/or D of this Clause shall result in Tenant Default (as further defined in Clause 30 (DEFAULTS AND REMEDIES) and County shall have the right to exercise any remedy available to it by virtue of such Tenant Default in addition to any County Remedies defined in Clause 30 (DEFAULTS AND REMEDIES).

21. INSURANCE (3.0 SR)

Tenant agrees to purchase all required insurance at Tenant's expense and to deposit with the County certificates of insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the County during the entire term of this Lease.

Tenant agrees that Tenant shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Director of OC Parks. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Director of OC Parks will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Tenant also agrees that upon cancellation, termination, or expiration of Tenant's insurance, County may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Director of OC Parks reinstates the Lease.

If Tenant fails to provide Director of OC Parks with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, County and Tenant agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to Tenant, said material breach shall permit County to take whatever steps necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and Tenant's employees and agents, from entering the Premises until such time as Director of OC Parks is provided with adequate evidence of insurance required herein. Tenant further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.

Tenant may occupy the [Premises] only upon providing to County the required insurance stated herein and maintain such insurance for the entire term of this Lease. County reserves the right to terminate this Lease at any time Tenant's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. Tenant shall pay County a fee of five hundred dollars (\$500.00) for processing the reinstatement of the Lease. Tenant shall provide to County immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of Tenant pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for Tenant. Tenant shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the Tenant under this Lease. It is the obligation of the Tenant to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must

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be maintained by Tenant through the entirety of this Lease and be available for inspection by a County representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Tenant’s current audited financial report. If Tenant’s SIR is approved, Tenant, in addition to, and without limitation of, any other indemnity provision(s) in this Lease, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Tenant’s, its agents, employee’s or subcontractor’s performance of this Agreement, Tenant shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Tenant’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Tenant’s SIR provision shall be interpreted as though the Tenant was an insurer and the County was the insured.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Tenant shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Marina Operators Legal Liability	\$1,000,000 limit per occurrence
Fire and Extended Coverage	

Tenant shall insure all Tenant constructed buildings, facilities and improvements to at least ninety percent (90%) of their replacement cost, using a standard form fire insurance policy containing the

Coverages

Minimum Limits

	“extended coverage” endorsement.
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state- ***As Required By Written Agreement***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Tenant’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.
- 2) A primary and non-contributing endorsement evidencing that Tenant’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees***. Blanket coverage may also be provided which will state- ***As Required By Written Agreement***.

All insurance policies required by this lease shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

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The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

If Tenant's Pollution Liability policy is a claims-made policy, Tenant shall agree to maintain coverage for two (2) years following termination of the Lease.

Insurance certificates should be forwarded to the County address provided in the Clause (NOTICES) below or to an address provided by Director of OC Parks. Tenant has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

County expressly retains the right to require Tenant to increase or decrease insurance of any of the above insurance types throughout the term of this Lease. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Tenant in writing of changes in the insurance requirements. If Tenant does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to Tenant, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

22. INDEMNIFICATION (3.1 SR)

Tenant's Indemnity. Tenant hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, costs, expenses or liability arising out of the ownership, maintenance, or use of the Premises, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

In the event County is named as co-defendant, Tenant shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Tenant shall pay to County its litigation costs, expenses and attorneys' fees. In the event judgment is entered against County and Tenant because of the concurrent negligence of County and Tenant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

County's Non-liability. County shall not be liable to Tenant and Tenant hereby waives all claims against County, its employees and agents for loss of or damage to any property, or any injury to any person, resulting from any condition including, but not limited to, acts or omissions (criminal or otherwise) of third parties, or their agents, employees or invitees, fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, electrical works or other fixtures in the Premises, regardless of the negligence of County, its agents or any and all affiliates of County in connection

with the foregoing. It is understood that any such condition may require the temporary evacuation or closure of all or a portion of the Premises. Should Tenant elect to receive any service from a concessionaire, licensee or third party tenant of County, Tenant shall not seek recourse against County for any breach or liability of that service provider. Notwithstanding anything to the contrary contained in this Lease, in no event shall County be liable for Tenant's loss or interruption of business or income (including without limitation, Tenant's consequential damages, lost profits or opportunity costs), or for interference with light or other similar intangible interests. Tenant shall immediately notify County in case of fire or accident in the Premises and of defects in any improvements or equipment within the Premises.

Waiver of Subrogation. County and Tenant each hereby waives all rights of recovery against the other on account of loss and damage occasioned to the Premises of such waiving Party to the extent that the waiving Party is entitled to proceeds for such loss and damage under any property insurance policies carried or otherwise required to be carried by this Lease; provided however, that the foregoing waiver shall not apply to the extent of Tenant's obligation to pay deductibles under any such policies and this Lease. By this waiver it is the intent of the Parties that neither County nor Tenant shall be liable to any insurance company (by way of subrogation or otherwise) insuring the other Party for any loss or damage insured against under any property insurance policies, even though such loss or damage might be occasioned by the negligence of such Party, its agents, employees, contractors, or invitees.

Tenant acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Tenant, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

23. HAZARDOUS MATERIALS (3.2 SR)

A. Definition of Hazardous Materials. For purposes of this Lease, the term "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, County, acting in its governmental capacity, the State of California or the United States government.

B. Use of Hazardous Materials. Tenant or Tenant's employees, agents, independent contractors, or invitees (collectively "**Tenant Parties**") shall not cause or authorize any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, Tenant and Tenant Parties may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning of and business operations on the Premises. Said permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.

C. Tenant Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or authorized by Tenant or Tenant Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, Tenant, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County under this Lease, Tenant shall pay the cost of any such cleanup or remedial work performed on, under, or about the Premises as required by this Lease or by applicable laws in connection with the removal, disposal, neutralization, or other treatment of such Hazardous Materials caused or authorized by Tenant or Tenant Parties to be introduced on, under or about the Premises. Notwithstanding the foregoing, Tenant shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or authorized by Tenant or Tenant Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the Director, which consent shall not be unreasonably withheld, conditioned or delayed. All work performed or caused to be performed by Tenant as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by Director, which approval shall not be unreasonably withheld, conditioned, or delayed.

24. BEST MANAGEMENT PRACTICES (3.3 SR)

A. Tenant shall conduct operations under this Lease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems (“**Stormwater Drainage System**”), and to ensure that pollutants do not directly impact Receiving Waters (as used herein, “**Receiving Waters**” include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

B. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (“**NPDES**”) permits (“**Stormwater Permits**”) to the County, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as “**County Parties**”) which regulate the discharge of urban runoff from areas within the County, including the Premises leased under this Lease. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

C. To assure compliance with the Stormwater Permits and water quality ordinances, the County have developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (“**LIP**”) for each jurisdiction that contains Best Management Practices (“**BMP(s)**”) as provided in Exhibit C, and which may change from time to time, that tenants using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within County’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

Attachment B - Lease

D. BMP Fact Sheets that apply to uses authorized under this Lease include the BMP Fact Sheets that are attached hereto as Exhibit C. These BMP Fact Sheets may be modified during the term of the Lease; and County shall provide Tenant with any such modified BMP Fact Sheets. Tenant, its subtenants, agents, contractors, representatives and employees and all persons authorized by Tenant to conduct activities on the Premises shall, throughout the term of this Lease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Lease commences or as the Stormwater Permits may be modified. Tenant agrees to maintain current copies of the BMP Fact Sheets on the Premises throughout the term of this Lease. The BMPs applicable to uses authorized under this Lease must be performed as described within all applicable BMP Fact Sheets.

E. Tenant may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to County for review and approval prior to implementation.

F. County may enter the Premises and/or review Tenant's records at any time to assure that activities conducted on the Premises comply with the requirements of this clause. Tenant may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this clause.

G. Among other requirements, the industrial NPDES permit requires periodic stormwater inspections by the State and/or County OC Watersheds staff to ensure facility compliance, which may include annual inspections of the Premises, with follow up inspections as a result of observed violations requiring corrective actions.

H. Dependent upon the reuse of the Premises, the Premises shall have a clarifier drain that captures low flow runoff from throughout the site, which ensures all flows are properly drained without any unacceptable runoff. Tenant shall conduct their work throughout the site and any resultant low flow discharges shall work their way to the clarifier. In regards to Tenant Improvements, Tenant shall designate operational zones minimally affected by storm flows that allow drainage to the clarifier, and the non-operational portions of the site are to have normal storm discharges going through the storm drain system. As the site undergoes a new NPDES Industrial Permit application process, these conditions may get re-examined.

I. The BMP's shall stipulate the process for the Tenant to take corrective actions, and state the consequences of non-compliance or County options under the Lease to self-remedy the matter. The Santa Ana and San Diego Regional Water Quality Control Boards have established penalties/consequences for non-compliance and those are to be included in this Lease. County to have the option to terminate the Lease if the Tenant does not correct a non-compliance situation in a timely manner and that the security deposit reflects this circumstance.

J. Environmental Indemnification language may be added or amended from time to time.

K. Work activities are to be conducted in a controlled area where pollutants shall be contained and any heavy metals detected at significantly higher levels than the benchmarks set by the Regional Board shall be addressed. All applicable BMPs are to be properly implemented, including any and all future modifications, updates, or replacement BMPs that may be issued from time to time, shall be used by Tenant.

L. Site modifications, such as distinctly designated work areas with controls to prevent pollutants from escaping and wastewater drain, will be required to be segregated from stormwater drain.

M. In the event Tenant fails to comply with all applicable BMPs, County, in addition to any and all remedies available in Clause 30 (DEFAULTS AND REMEDIES), shall have the right to self-help remedies or terminate the Lease as follows:

1. Terminate the Lease due to non-compliance with the BMPs incorporated in the Lease and as BMPs may change from time to time, or;
2. Remedy a non-compliance situation with a chargeback to the Tenant for the cost. The details regarding notification, timeline, and procedure are to be drafted and mutually agreed upon by both Parties to ensure all water quality issues are addressed within the Lease. In the event the Tenant's BMP implementation is lacking or if the Tenant allows a prohibitive discharge to occur, then the Regional Board will only take enforcement action against County. Therefore, this Lease must establish a BMP compliance partnership with the Tenant and the Lease must ensure the protection of water quality is inherent in the Tenant's day-to-day operations.

25. BUILDING AND SAFETY REQUIREMENTS (3.4 SR)

During the Term and any Extension Term(s) of this Lease, Tenant, at Tenant's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act ("ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Tenant shall not be responsible for any ADA violations resulting from alterations made by County or the placement of fixtures or equipment by County.

Tenant shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. County agrees to notify Tenant of any repair or maintenance necessary within the Premises to comply with such Act and Tenant agrees to diligently act to repair or maintain appropriately.

In the event Tenant neglects, fails, or refuses to maintain said Premises as aforesaid, following thirty (30) days after written notice from County to Tenant providing notice of such neglect, failure or refusal, County may, notwithstanding any other termination provisions contained herein:

- A. Thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the Tenant; or
- B. At County's sole option, cure any such Tenant Default by performance of any act, including payment of money, and add the cost thereof plus reasonable administrative costs (ten percent (10%)) to the Rent.

Tenant agrees to reimburse and indemnify, and defend County for any expenses incurred because of the failure of the Premises to conform with any and all applicable laws, rules, regulations, building codes, statutes, and orders, including the costs of making any alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against County resulting from a violation or violations of the above-cited laws, rules, regulations, building codes, statutes, and orders and regulations, and all reasonable legal expenses incurred in defending claims made under the above-referenced laws, rules, regulations, building codes, statutes, and orders, including reasonable attorneys' fees. Should Tenant fail to comply with the provisions of this Clause 25 Tenant may be found in Tenant Default and the County may exercise those remedies set forth in Clause 30 (DEFAULTS AND REMEDIES).

26. DAMAGE TO OR DESTRUCTION OF PREMISES AND/OR TENANT IMPROVEMENTS (3.5 SR)

Premises. In the event of any damage to our destruction of the Premises or in the event the Premises or improvements located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, County shall have the immediate right to terminate this Lease effective upon providing written notice to Tenant. In the event of said termination, County shall be entitled to receive and retain any and all insurance proceeds resulting from or attributable to such casualty, except for those proceeds payable under any separate policy maintained by Tenant which specifically insures Tenant's personal property and trade fixtures. In the event that County does not elect to terminate this Lease following said casualty, County, at County's expense, may rebuild, reconstruct and restore the Premises, excluding Tenant's personal property and trade fixtures, which shall be the responsibility of Tenant. Tenant understands and acknowledges that County shall be free to make such changes and modifications to the Premises as County deems appropriate in the exercise of its good faith discretion. During any period when County determines that there is substantial interference with Tenant's use of the Premises by reason of such casualty, the monthly Rent payable hereunder shall be temporarily abated in proportion to the degree of such substantial interference. With respect to damage or destruction which County elects to repair, Tenant waives and releases its rights under California Civil Code Sections 1932 (2) and 1933 (4).

Tenant Improvements. In the event of damage to or destruction of Tenant Improvements located within the Premises or in the event Tenant Improvements located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, Tenant shall, within thirty (30) days, commence and diligently pursue to completion the repair, replacement, or reconstruction of Tenant Improvements to the same size as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Premises for the purposes required by the Lease. Repair, replacement, or reconstruction of Tenant Improvements within the Premises shall be accomplished in a manner and according to plans approved by the Director of OC Parks. Except as otherwise provided herein, termination of this Lease shall not reduce or nullify Tenant's obligation under this paragraph.

County shall not be liable for any damage to Tenant Improvements or Tenant personal property or of others located on the Premises, nor for the loss of or damage to any property of Tenant or others by theft or otherwise. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant, unless such damage is caused by County willful misconduct or gross negligence.

27. ASSIGNMENT AND SUBLETTING (3.6 SR)

Subject to prior review and approval by County, Tenant may allow for the rental, licensing, permitting, or subletting, etc. of the Premises when doing so results in providing for the uses permitted in Clause 3 (USE) above. Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease, license, permit, or assignment (hereinafter in this clause referred to collectively as “**Encumbrance**”) of Tenant’s interest in the Premises, or any part or portion thereof without the prior written approval of County is prohibited. All Encumbrances are subject to County’s review and approval, including those Encumbrances that result in providing for the uses permitted in Clause 3 (USE) above. County approval is subject to negotiation by the Parties and may result in additional charges for Rent and/or Additional Rent as those terms are defined and used in Clause 9 (RENT) and/or Clause 10 (RENT ADJUSTMENT), above. County may reasonably withhold such approval.

Should County consent to any Encumbrance, such consent shall not constitute a waiver of any of the terms, covenants, or conditions of this Lease or be construed as County's consent to any further Encumbrance. Such terms, covenants or conditions shall apply to each and every Encumbrance hereunder and shall be severally binding upon each and every party thereto. Any document to mortgage, pledge, hypothecate, encumber, transfer, sublet, or assign the Premises or any part thereof shall not be inconsistent with the provisions of this Lease and in the event of any such inconsistency, the provisions of this Lease shall control.

Tenant may, with prior notice, engage the services of a professional management company and such employment shall not be construed to be an assignment or transfer of the Lease. Any license, sublease, permit, etc. issued by Tenant shall be consistent with and subject to the terms and conditions of this Lease and shall be subject to review and approval by the County, whose approval shall not be unreasonably withheld. Each license, sublease, permit, etc. issued by Tenant shall require adequate insurance, as determined by the County, with the County of Orange named as additional insured, and shall indemnify the County of Orange, its elected officials, agents, officers, and employees.

28. TAXABLE POSSESSORY INTEREST ASSESSMENTS (3.7 SR)

Should this Lease create any possessory interest, which is subject to the payment of taxes levied on such interest, it is understood and agreed that all assessments associated with said taxable possessory interest shall be the full responsibility of the Tenant, and Tenant shall cause said assessments to be paid promptly.

29. ESTOPPEL CERTIFICATE (3.8 SR)

Tenant shall furnish upon receipt of a written request from County an estoppel certificate on County’s standard form *Estoppel Certificate* (attached hereto in Exhibit D containing information as to the current status of the Lease. Said standard form *Estoppel Certificate* shall be completed by Tenant in a timely manner. The *Estoppel Certificate* shall be approved by Chief Real Estate Officer and County Counsel.

30. DEFAULTS AND REMEDIES (3.9 SR)

Tenant Default: Tenant shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by Tenant, County shall notify Tenant in writing of such breach, and Tenant shall have three (3) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, Tenant fails within fifteen (15) days after receipt by Tenant of written notice specifying wherein such obligation of Tenant has not been performed; provided however, that if the nature of Tenant's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then Tenant shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “**Tenant Default**”).

County Default: County shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by County, Tenant shall notify County in writing of such breach, and County shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “**County Default**”).

Tenant Remedies: Tenant’s sole remedy for a County Default shall be against the County’s interest in the Premises (including, without limitation, proceeds from the sale of the Premises, condemnation awards to which County is entitled under the terms of the Lease and proceeds from insurance policies that County maintains under the Lease) and includes only the right to damages and/or injunctive relief (collectively, “**Tenant Remedies**”), and in no event shall Tenant have the right to terminate this Lease or to rent abatement hereunder.

County Remedies: If the Tenant Default is a result of a monetary breach by Tenant in the payment of the Rent or Additional Rent, pursuant to Clause 9 (RENT), County may, at the County’s sole discretion, a) declare all Rent payments to the end of Tenant’s current fiscal year to be due, including any delinquent rent from prior budget years or b) terminate the Lease. County’s remedies as the result of Tenant Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. No delay or omission of County to exercise any right or remedy shall be construed as a waiver of such right or remedy or of any Tenant Default hereunder.

31. LABOR CODE COMPLIANCE (4.0 SR)

Tenant acknowledges and agrees that any and all improvements or modifications required to be performed by Lessor at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications from the Director of the State Department of Industrial Relations. Copies of said

prevailing wage rates may be obtained from the State of California, Department of Industrial Relations or Chief Real Estate Officer.

Tenant hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to be completed for Tenant within the Premises, and Tenant herein agrees that Tenant shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the site where the improvements or modifications are performed.

Prior to commencement of any improvements or modifications, Tenant shall provide Director of OC Parks with the applicable certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Tenant shall provide Director of OC Parks, bi-weekly updated, certified payroll records for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If Tenant fails to comply with this clause, such occurrence may constitute an event of default of this Lease and County may, notwithstanding any other termination provisions contained herein:

- A. Terminate this Lease upon written notice to Tenant; or
- B. At County's sole option, County may deduct from Tenant's Security Deposit, as a penalty for such non-compliance of paying prevailing wage, which Security Deposit deduction would be County's estimate, in its sole discretion, of such prevailing wage rates not paid by Tenant.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for Tenant to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

32. RIGHT TO WORK AND MINIMUM WAGE LAWS (4.1 SR)

In accordance with the United States Immigration Reform and Control Act of 1986, Tenant shall require its employees that directly or indirectly service the Premises or terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Tenant shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Tenant shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Tenant shall require and verify that all its contractors or other persons servicing the Premises on behalf of the Tenant also pay their employees no less than the greater of the Federal or California Minimum Wage.

Tenant shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Attachment B - Lease

Notwithstanding the minimum wage requirements provided for in this clause, Tenant, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 31 (LABOR CODE COMPLIANCE) of this Lease.

33. SIGNAGE (4.2 SR)

Subject to prior review and approval by County, Tenant may install and maintain signs or displays on the Premises. Such signage must comply with all applicable laws and zoning and site plan requirements. Unapproved signs, awnings, banners, flags, etc., may be removed by County without prior notice to Tenant.

34. AUTHORITY (4.3 SR)

The persons executing this Lease on behalf of County or Tenant warrant that they have the power and authority to bind County or Tenant to this Lease.

35. LEASE ORGANIZATION (4.4 SR)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

36. SUCCESSORS IN INTEREST (4.5 SR)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

37. AMENDMENTS (4.6 SR)

This Lease sets forth the entire agreement between Lessor and County and any modification must be in the form of a written amendment.

38. PARTIAL INVALIDITY (4.7 SR)

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

39. WAIVER OF RIGHTS (4.8 SR)

The failure of Tenant or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Tenant or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

40. HOLDING OVER (4.9 SR)

In the event Tenant shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month

and shall be governed by the conditions and covenants contained in this Lease, EXCEPT that monthly Rent shall be equal to one hundred and fifty percent (150%) of the Rent due during the last month of the Term or Extension Term.

41. EARTHQUAKE SAFETY (5.0 SR)

Tenant accepts the Premises “as is” and “where is” and County offers no warranties or representations whatsoever that the Premises is or has been in compliance with applicable seismic safety regulations and building codes at the time of construction. All such seismic, safety and building regulation compliance is the responsibility of the Tenant.

42. QUIET ENJOYMENT (5.1 SR)

County agrees that, subject to the terms, covenants and conditions of this Lease, Tenant may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

43. GOVERNING LAW AND VENUE (5.2 SR)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

44. ATTORNEYS’ FEES (5.3 SA)

In the event of a dispute between Tenant and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys’ fees and costs.

45. TIME OF ESSENCE (5.4 SR)

Time is of the essence of this Lease. Failure to comply with any time requirements of this Lease shall constitute a material breach of this Lease.

**46. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.5 SR) –
*Intentionally Omitted***

47. FORCE MAJEURE (5.6 SR)

For purposes of this Lease, the term “**Force Majeure**” means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party’s best efforts to fulfill the obligation. “**Best Efforts**” includes anticipating any potential force

majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. Lessor and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control.

48. CONDEMNATION (5.7 SR)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, “**Condemnation**”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, Tenant may, at Tenant’s option, to be exercised in writing within ten (10) days after County shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. County shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the building or property which would have a material adverse effect on County’s ability to profitably operate the remainder of the building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of County, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

49. CONSENT OR APPROVAL (5.8 SR)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

50. UNENFORCEABLE PROVISIONS (5.9 SR)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

51. CONTROL OF HOURS, PROCEDURES, AND PRICES (6.0 SR)

Tenant shall at all times maintain a written schedule delineating the operating hours and operating procedures for each business operation on or from the Premises. A schedule of prices charged for all goods and/or services supplied to the public on or from the Premises shall also be maintained.

Tenant agrees that when alternate forms of packaging are available, only items packaged in a manner most compatible with the goals of reducing litter and preserving the environment shall be sold. Sale of beverages in pop-top cans or in non-returnable metal or glass containers shall not be

permitted. Recyclable, push-top type beverage containers may be permitted subject to approval by the Director.

Upon written request, Tenant shall furnish the Director a copy of said schedules and procedures. Should Director, upon review and conference with Tenant, decide any part of said schedules or procedures is not justified with regard to fairly satisfying the needs of the public, Tenant, upon written notice from Director, shall modify said schedules or procedures to the satisfaction of said Director.

Primary consideration shall be given to the public's benefit in implementing this clause. All prices charged for goods and/or services supplied to the public on or from the Premises shall be fair and reasonable, based upon the market prices charged by other competing and/or comparable businesses.

Tenant agrees that he will operate and manage the services and facilities offered in a competent and efficient manner at least comparable to other well managed operations of similar type.

Tenant shall at all times retain active, qualified, competent, and experienced personnel to supervise Tenant's operation and to represent and act for Tenant.

Tenant shall require its attendants and employees to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Tenant shall not employ any person(s) in or about the Premises who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

Tenant shall maintain a close check over attendants and employees to insure the maintenance of a high standard of service to the public. Tenant shall replace any employee whose conduct is detrimental to the best interests of the public.

Tenant's failure to comply with the provisions of this clause shall constitute a Tenant Default of this Lease and County may immediately terminate this Lease.

52. LIMITATION OF THE LEASEHOLD (6.1 N)

This Lease and the rights and privileges granted Tenant in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent, including those which are set out in the Tidelands Grant by the State of California to the County of Orange (Chapter 526 of the Statutes of 1919, Chapter 575 of the Statutes of 1929, and Chapter 415 of the Statutes of 1975, State of California), which is attached hereto and by this reference made a part hereof as Exhibit E and by reference made a part hereof. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to Tenant of rights in the Premises which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or County's interest therein. Tenant has accepted the Premises in its "as is" / "where is" condition.

53. PERMITS AND LICENSES (6.2 SR)

Tenant shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Premises as set out herein. No permit, approval, or consent given hereunder by County, in its governmental capacity, shall affect or limit Tenant's obligations hereunder, nor shall any approvals or consents given by County, as a party to this

Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

54. PAYMENT CARD COMPLIANCE (6.3 SR)

Should Tenant conduct credit/debit card transactions in conjunction with their business with the County, on behalf of the County, or as part of the business that they conduct, Tenant covenants and warrants that it is currently Payment Card Industry Data Security Standard (“**PCI DSS**”) and Payment Application Data Security Standard (“**PA DSS**”) compliant and will remain compliant during the entire duration of this Lease. Tenant agrees to immediately notify County in the event Tenant should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

55. NONDISCRIMINATION (6.4 SR)

Tenant agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Lease. Tenant shall make its accommodations and services available to the public on fair and reasonable terms.

56. CONDITION OF PREMISES UPON TERMINATION (6.5 SR)

Except as otherwise agreed to herein or in subsequent approval in writing by County, upon termination of this Lease, Tenant shall re-deliver possession of said Premises to County in substantially the same condition that existed immediately prior to Tenant’s entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. It is agreed that any Tenant Improvement on the Premises may be considered the personal property of County at County’s sole discretion. Upon termination, County will notify Tenant if any such Tenant Improvements need to be removed at Tenant’s sole cost and expense. References to the "termination of the Lease" in this Lease shall include termination by reason of the expiration of the lease term.

57. DISPOSITION OF ABANDONED PERSONAL PROPERTY (6.6 SR)

If Tenant abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) days after such event shall, at County's option, be deemed to have been transferred to County. County shall have the right to remove and to dispose of such property without liability therefor to Tenant or to any person claiming under Tenant, and shall have no need to account therefor.

58. QUITCLAIM OF TENANT'S INTEREST UPON TERMINATION (6.7 SR)

Upon termination of this Lease for any reason, including but not limited to termination because of Tenant Default, Tenant shall execute, acknowledge, and deliver to County, within thirty (30) days after receipt of written demand therefor, a good and sufficient deed whereby all right, title, and interest of Tenant in the Premises is quitclaimed to County. Should Tenant fail or refuse to deliver the required deed to County, County may prepare and record a notice reciting the failure of Tenant to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all rights of Tenant or those claiming under Tenant in and to the Premises.

59. PUBLIC RECORDS (6.8 SR)

Any and all written information submitted to and/or obtained by County from Tenant or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Tenant hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Tenant, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold County harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Tenant or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

60. RELATIONSHIP OF PARTIES (6.9 SR)

The relationship of the Parties hereto is that of Lessor and Tenant, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of or a joint venturer with Tenant in the conduct of Tenant's business or otherwise, and the provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

61. NO BROKERS USED (7.0 SR)

Neither Party has employed any broker or finder or incurred any liability for any brokerage fee, commission, finder's fee, or reimbursement expenses in connection with the transactions contemplated by this Lease.

62. NOTICES (7.1 SR)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

Attachment B - Lease

To: Tenant

To: County

Channel Reef Community Association
Attn: President
2525 Ocean Blvd.
Corona del Mar, CA 92625

County of Orange
OC Parks
Attn: Real Estate Division
13042 Old Myford Road
Irvine, CA 92602

With a copy to:

With a copy to:

Accell
23046 Avenida de la Carlota, Ste 350
Laguna Hills, CA 92653

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Thomas A. Miller, Chief Real Estate Officer

63. ATTACHMENTS TO LEASE (7.2 SR)

This Lease includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

- Exhibit A - Description of Premises
- Exhibit B - Depiction of Premises
- Exhibit C - Best Management Practices
- Exhibit D - Estoppel Certificate
- Exhibit E - Tideland Grant by State of California

64. TENANT DREDGING REQUIREMENTS (N)

Tenant shall, at Tenant’s sole cost and expense, provide an annual survey to maintain a minimum depth of –7 feet, “**MLLW**,” which means the tidal datum of Mean Lower Low Water. Dredging of the Premises will be required, at Tenant’s sole cost and expense, if more than fifty percent (50%) of the Premises is less than 7 feet, MLLW. Tenant shall employ a licensed surveyor or licensed professional engineer for each annual survey. Tenant shall provide County with a copy of the survey within thirty (30) days of receiving the survey.

Tenant must obtain all necessary permits at its sole cost and expense from such agencies , including but not limited to, the U.S. Army Corps of Engineers, California Coastal Commission and Regional Water Quality Control Board; or as otherwise covered under a Regional General Permit from the City of Newport Beach. Additionally, Tenant must obtain necessary permits from OC Parks.

65. PREMISES REPAIR OR REPLACEMENT (N)

Every ten (10) years, Tenant shall retain the services of a marine surveyor approved by the Director of OC Parks to evaluate the Premises for the purpose of providing a report consisting of, but not limited to:

- a. Inspection of all structural elements of the docks, ramps, pilings, and floats for fractures, concrete spalling, dry rot and deterioration such as rust, etc.

Attachment B - Lease

- b. Inspection of floats to ensure proper flotation of docks with dead and typical live loads.
- c. ADA compliance.

Tenant shall replace/repair the Premises as specified in the marine surveyor report within twenty-four (24) months from the receipt of the marine surveyor's report. Tenant is solely responsible for all permits, including OC Parks, associated with repair/replacement of the Premises.

66. COUNTERPARTS (N)

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Lease may be executed and delivered by facsimile, email or other electronic signature by either Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by email as if the original had been received.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TENANT

APPROVED AS TO FORM:

CHANNEL REEF COMMUNITY
ASSOCIATION
A nonprofit California corporation

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Ray Diaz Ray Diaz 10-21-2021
Deputy

By: Tim Paulsen
Tim Paulsen, President

By: Jill Gillette
Jill Gillette, Secretary

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIR OF
THE BOARD PER GC § 25103, RESO.
79-1535

COUNTY
COUNTY OF ORANGE

Attest: _____
ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

Chairman of the Board of Supervisors
Orange County, California

EXHIBIT A

LEGAL DESCRIPTION

LOWER NEWPORT BAY CHANNEL REEF COMMUNITY ASSOCIATION
Facility No.: HA55D

PARCEL NO. 34

That portion of the Orange County Tidelands, in the lower Newport Bay, City of Newport Beach, County of Orange, State of California, described as follows:


Beginning at the south corner of Parcel 1 of Parcel Map No. 90-227 filed in Book 261, Pages 10 through 12 of Parcel Maps in the office of the County Recorder of said county, said corner being on the line of ordinary high tide per said map; thence along the southwesterly prolongation of the most southeasterly boundary of said Parcel South $49^{\circ}22'50''$ West, 136.00 feet to an intersection with the U.S. Bulkhead Line between U.S. bulkhead Stations 105 and 106, as shown on the U.S. Army Corps of Engineers Harbor Lines Map, "Newport Bay Harbor", dated December 26, 1950; thence along said U.S. Bulkhead Line North $14^{\circ}54'40''$ West, 253.06 feet; thence leaving said line North $56^{\circ}57'50''$ East, 109.24 feet to the west corner of said Parcel; thence along the southwesterly boundary of said Parcel coincident with said line of ordinary high tide the following two courses:

- 1) South $34^{\circ}53'15''$ East, 9.45 feet, and
- 2) South $18^{\circ}57'10''$ East, 219.71 feet to the point of beginning.

Containing 0.642 Acres, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED
Kevin Hills, County Surveyor, L.S. 6617



By: Raymond J. Rivera, L.S. 8324

Date: 10-25-2021



EXHIBIT B

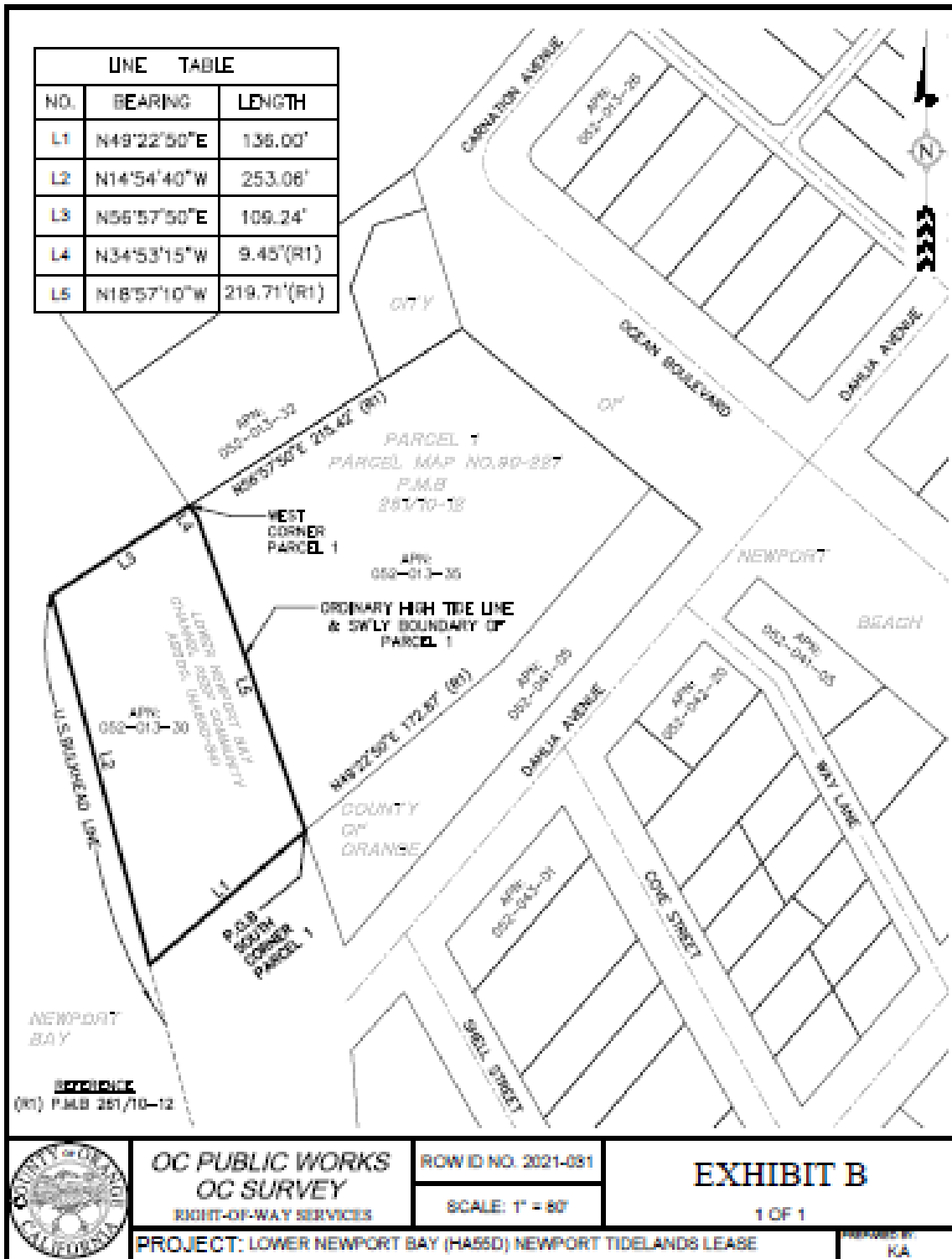


EXHIBIT C

Best Management Practices ("BMPs" Fact Sheets)

Tenant shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this Tenant's operations. Tenant is to be aware that the BMP clause within this Lease, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this Lease.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at: <http://ocwatersheds.com/documents/bmp> (website may change from time to time):

- IC3 Building Maintenance IC4 Carpet Cleaning
- IC5 Concrete & Asphalt Production, Application, & Cutting IC6 Contaminated or Erodible Surface Areas
- IC7 Landscape Maintenance
- IC9 Outdoor Drainage from Indoor Areas IC10 Outdoor Loading/Unloading of Materials
- IC11 Outdoor Process Equipment Operations & Maintenance IC12 Outdoor Storage of Raw Materials, Products, & Containers IC13 Over Water Activities
- IC14 Painting, Finishing, & Coatings of Vehicles, Boats, Buildings, & Equipment IC15 Parking & Storage Area Maintenance
- IC17 Spill Prevention & Cleanup IC21 Waste Handling & Disposal
- IC22 Eating & Drinking Establishments IC23 Fire Sprinkler Testing/Maintenance IC24 Wastewater Disposal Guidelines

EXHIBIT D

Project/Parcel No.:

Project Name:

ESTOPPEL CERTIFICATE

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated _____, between _____ ("Lessor") and the County of Orange, a political subdivision of the State of California ("County"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between Lessor and County and is in full force and effect.
2. (Check One)
 - The aforesaid lease has not been modified, altered, or amended.
 - The aforesaid lease has been modified pursuant to that document(s) attached hereto.
3. The term of the lease is _____ years. The lease commenced on _____ and will expire on _____.
4. The term of the lease is subject to County's option to terminate/extend as follows:

5. The lease rental rate is \$_____ per month, no rent has been paid in advance except as set forth in the lease, and County (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from Lessor.
6. County has accepted and is now in possession of the leased premises.
7. The addresses for notices to be sent to County are set forth in Clause ____ (_____) of the lease.
8. County has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of County, Lessor is not now in default under the lease.

EXHIBIT E

TIDELAND GRANT

CHAPTER 415

An act to amend Section 1 of Chapter 526, Statutes of 1919, and to repeal Chapter 2044, Statutes of 1957, relating to sovereign lands granted to the County of Orange in trust.

[Approved by Governor August 28, 1975 Filed with
Secretary of State August 29, 1975]

The people of the State of California do enact as follows:

Ch. 415]

STATUTES OF 1975

893

SECTION 1. Section 1 of Chapter 526, Statutes of 1919, is amended to read:

Section 1. There is hereby granted to the County of Orange and to its successors all of the right, title and interest of the State of California held by said state by virtue of its sovereignty in and to all that portion of the tidelands and submerged lands, whether filled or unfilled, bordering upon and under Newport Bay in the said County of Orange, which were outside of the corporate limits of the City of Newport Beach, a municipal corporation, on July 25, 1919, the same to be forever held by said county and by its successors in trust for the uses and purposes and upon the express conditions following, to wit:

(a) That said lands shall be used by said county and its successors for purposes in which there is a general statewide interest as follows:

(1) For the establishment, improvement and conduct of a public harbor, and for the construction, maintenance and operation thereon of wharves, docks, piers, slips, quays, ways and streets, and other utilities, structures and appliances necessary or convenient for the promotion or accommodation of commerce and navigation, provided that any such use of any portion of the lands described in subdivision (a) of Section 2 shall be permitted only if such use is compatible and does not unreasonably interfere with the use of any portion of said lands for one of the purposes set forth in paragraph (3) of subdivision (a) of this section.

(c) Said lands shall be improved without expense to the state; provided, however, that nothing contained in this act shall preclude expenditures for the development of said lands for any public purpose not inconsistent with commerce, navigation and fishery, by the state, or any board, agency or commission thereof, nor by the county of any funds received for such purpose from the state or any board, agency or commission thereof.

(d) In the management, conduct, operation and control of said lands or any improvements, betterments, or structures thereon, the county or its successors shall make no discrimination in rates, tolls or charges for any use or service in connection therewith.

(e) The State of California shall have the right to use without charge any transportation, landing or storage improvements, betterments or structures constructed upon said lands for any vessel or other watercraft or railroad owned or operated by the State of California.

(f) There is hereby reserved to the people of the State of California the right to fish in the waters on said lands with the right of convenient access to said water over said lands for said purpose, which rights shall be subject to such rules and regulations as are necessary for the accomplishment of the uses specified in subdivision (a) of this section.

(g) There is hereby excepted and reserved in the State of California all deposits of minerals, including oil and gas, in said lands, and to the State of California, the right to prospect for, mine, and remove such deposits from said lands; provided, however, that such prospecting, mining, and removal shall not unreasonably interfere with the use of the lands granted herein for the purposes set forth in paragraph (3) of subdivision (a) of Section 1.

(h) Within 90 days of the effective date of the amendment of this section at the 1975-76 Regular Session of the Legislature, the county shall grant to the State of California, acting by and through the State Lands Commission, such portions of said lands as are located within the parcel of property described in subdivision (a) of Section 2, for the establishment, and improvement and conduct of an ecological reserve, or wildlife refuge, or both, and other compatible uses by the Department of Fish and Game; provided, however, that if at any time the Department of Fish and Game no longer uses such portions of the lands so granted by the county to the State Lands Commission for such a purpose the lands so granted shall revert to the county to be held pursuant to the provisions of this grant. Forthwith upon receipt of such a grant from the county to the State Lands Commission, the State Lands Commission shall lease the lands so granted to the Department of Fish and Game. The public benefit shall be the sole consideration to be received by the State Lands Commission from the Department of Fish and Game for said lease. Any and all income received by the Department of Fish and Game from the lands so leased shall be used only in connection with the

department's improvement and administration of the leased lands. For purposes of this subdivision, the term ecological reserve means the definition given to the term in Sections 1580 to 1584, inclusive, of the Fish and Game Code.

(i) The county may grant to the City of Newport Beach, a municipal corporation, that portion of said lands which are described in subdivision (b) of Section 2 (presently known as North Star Beach) for the establishment, and improvement and conduct of a public beach and related public facilities; provided, however, that if at any time the City of Newport Beach no longer uses said portion of said lands so granted by the county to the city of Newport Beach for such a purpose the lands so granted shall revert to the county to be held pursuant to the provisions of this grant. The use of any lands conveyed by the county pursuant to the provisions of this subdivision shall be compatible and not unreasonably interfere with any use of adjacent lands in accordance with paragraph (3) of subdivision (a) and subdivision (h) of this section.

(j) The provisions of Section 6359 of the Public Resources Code shall not be applicable to this amendment of the grant to the county.

(k) The county shall establish a separate tidelands trust fund or funds in such manner as may be approved by the State Lands Commission and the county shall deposit in the fund or funds all moneys received directly from, or indirectly attributable to, the granted tidelands in the county.

(l) Notwithstanding any other provision of law to the contrary, the county, acting either alone or jointly with another local or state agency, may use revenues accruing from or out of the use of the granted tidelands for any or all of the purposes set forth in this act.

(m) Such revenues may be deposited in one or more reserve funds for use in accordance with the terms and conditions set forth in this act.

(n) As to the accumulation and expenditure of revenues for any single capital improvement on the granted lands involving an amount in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate, the county shall file with the State Lands Commission a detailed description of such capital improvement not less than 90 days prior to the time of any disbursement therefor or in connection therewith, excepting preliminary planning. The State Lands Commission may, within 90 days after the time of such filing, determine and notify the county that such capital improvement is not in the statewide interest and benefit or is not authorized by the provisions of subdivision (l) of this section. The State Lands Commission may request the opinion of the Attorney General on the matter, and if it does so, a copy of such opinion shall be delivered to the county with the notice of its determination. In the event the State Lands Commission notifies the county that such capital improvement is not authorized, the county shall not disburse any revenue for or in connection with such capital improvement, unless and until it is determined to be authorized by a final order or

judgment of a court of competent jurisdiction. The county is authorized to bring suit against the state for the purpose of securing such an order or adjudication, which suit shall have priority over all other civil matters. Service shall be made upon the Executive Officer of the State Lands Commission and the Attorney General, and the Attorney General shall defend the state in such suit. If judgment be given against the state in such suit, no costs shall be recovered against it.

(o) At the end of every third fiscal year, beginning June 30, 1977, that portion of the county tideland trust revenues in excess of two hundred fifty thousand dollars (\$250,000) remaining after current and accrued operating costs and expenditures directly related to the operation or maintenance of tideland trust activities have been made, shall be deemed excess revenues; provided that any funds deposited in a reserve fund for future capital expenditures or any funds used to retire bond issues for the improvement or operation of the granted lands shall not be deemed excess revenue. Capital improvements of the granted lands for purposes authorized by this act, including such improvements which may be paid for by the county from such revenues within the lands to be conveyed to the state pursuant to this act, may be considered as expenditures for the purposes of determining net revenues, provided, however, that if made after the effective date of this act they may be so considered only if made in accordance with subdivision (n) of this section.

The excess revenue, as determined pursuant to subdivision (n) of this section, shall be divided as follows: 85 percent to the General Fund in the State Treasury, and 15 percent to the county to be deposited in the trust fund and used for any purpose authorized by subdivision (l) of this section.

(p) The State Lands Commission, at the request of the county, shall grant an extension of time, not to exceed 30 calendar days, for filing any report or statement required by this act which was not filed due to mistake or inadvertence.

(q) In the event that the county fails or refuses to file with the State Lands Commission any report, statement, or document required by any provision of this act, or any extension period granted pursuant to this act, or fails or refuses to carry out the terms of this act, the Attorney General shall, upon the request of the State Lands Commission, bring such judicial proceedings for correction and enforcement as are appropriate, and shall act to protect any improvements to, or assets situated upon, the granted lands or diverted therefrom. The State Lands Commission shall notify the Chief Clerk of the Assembly and the Secretary of the Senate within 30 days of the occurrence of such failure or refusal and of actions taken as a result thereof.

(r) The State Lands Commission shall, from time to time, recommend to the Legislature such amendments as it may deem necessary in the terms and conditions of this act.

(s) The State Lands Commission shall, from time to time, institute

a formal inquiry to determine that the terms and conditions of this act, and amendments thereto, have been complied with in good faith.

(t) The State Lands Commission shall, on or before December 31st of each year, report to the Chief Clerk of the Assembly and to the Secretary of the Senate, the full details of any transaction or condition reported to the commission pursuant to this act which it deems in probable conflict with the requirements of this act, or with any other provision of law.

(u) The Attorney General, on request by resolution of either house of the Legislature, or upon formal request of the State Lands Commission made only after a noticed public hearing at which the grantee has been given an opportunity to fully express any disagreement with the commission's findings or to describe any extenuating circumstances causing the violation, shall bring an action in the Superior Court in the County of Orange to declare that the grant under which the county holds such tidelands and submerged lands is revoked for gross and willful violation of the provisions of this act or other legislative enactment, or to compel compliance with the terms and conditions of the grant and any other provision of law including, but not limited to, this act.

(v) The county shall cause to be made and filed with the State Lands Division, annually, a detailed statement of receipts and expenditures by it of all rents, revenues, issues and profits in any manner hereafter arising from the granted lands or any improvements, betterments or structures thereon. The Department of Fish and Game and City of Newport Beach, in lieu of the county, shall establish such funds, make such deposits, and make such statements as to any lands conveyed to said department and city pursuant to subdivisions (h) and (i) of this section.

(w) The provisions of Public Resources Code Sections 6701 to 6706, inclusive, shall be applicable to this section.

SEC. 2. The land described in Section 1 includes the following:

(a) All those sovereign tidelands and submerged lands, whether filled or unfilled, partly in the City of Newport Beach, all in the County of Orange, State of California, being: Lots 1 and 2 of Section 23, Lot 1 of Section 25, Lots 1 and 2 of Section 26 all in Township 6 South, Range 10 West, San Bernardino Meridian, according to the official plat of said land as shown on a map recorded in Book 3, page 7 of Miscellaneous Maps, records of said County; Tideland Patent No. 204, from the State of California recorded July 19, 1907 in Book 1, page 245 of Patents, records of said County; Portions of Blocks 4, 5, 51, 52, 53, 55, 56 and 57 of Irvine's Subdivision, as per map filed in Book 1, page 88, Miscellaneous Record Maps, records of said County, included within the following described boundary and any other land owned by grantor included within said boundary:

Beginning at the Northeast corner of Lot 12, Tract No. 4224, as shown on a map filed in Book 157, pages 1 through 14, Miscellaneous Maps, records of said Orange County; thence along the boundary of

said Tract the following described courses:

1. South 36° 37' 10" East 118.99 feet;
2. South 21° 22' 02" East 266.44 feet;
3. South 13° 05' 01" East 103.13 feet;
4. South 4° 18' 23" East 214.74 feet;
5. South 4° 38' 29" East 190.28 feet;
6. South 20° 22' 24" East 193.47 feet;
7. South 3° 05' 03" West 88.53 feet;
8. South 23° 28' 09" West 87.23 feet;
9. South 33° 22' 06" West 272.21 feet;
10. South 26° 11' 31" West 242.29 feet;
11. South 24° 24' 07" West 160.08 feet;
12. South 22° 36' 56" West 160.31 feet;
13. South 29° 28' 14" West 307.32 feet;
14. South 10° 19' 39" West 116.92 feet;
15. South 0° 11' 19" East 81.39 feet;
16. South 11° 31' 25" East 80.01 feet;
17. South 21° 04' 53" East 162.61 feet;
18. South 12° 00' 06" East 80.02 feet to the Southeast corner Lot 45, said Tract No. 4224; thence leaving said boundary;
19. North 77° 33' 39" East 84.52 feet; thence
20. South 46° 35' 28" East 50.93 feet; thence
21. South 77° 44' 07" East 23.54 feet; thence
22. North 84° 48' 20" East 55.23 feet; thence
23. South 47° 24' 48" E. 59.44 feet to the intersection with a line that is at right angles to the Northeasterly line of Lot 54, said Tract No. 4224, and passes through the Northwesterly corner of said Lot 54; thence
24. South 20° 08' 29" East 208.14 feet along said line to said Northwesterly corner; thence along the boundary of said Tract No. 4224 the following described courses:
25. North 69° 51' 31" East 130.00 feet;
26. South 18° 07' 35" East 156.92 feet;
27. South 7° 33' 23" West 122.82 feet;
28. South 38° 25' 04" West 137.05 feet;
29. South 56° 24' 35" West 99.89 feet;
30. South 54° 05' 35" West 127.86 feet;
31. South 44° 44' 03" West 117.00 feet;
32. South 39° 43' 05" West 216.76 feet;
33. South 34° 18' 41" West 162.79 feet;
34. South 11° 26' 49" East 90.42 feet;
35. South 52° 53' 55" East 218.43 feet;
36. South 28° 06' 02" East 252.56 feet;
37. South 20° 31' 44" East 59.20 feet;
38. South 24° 30' 02" East 299.33 feet;
39. South 33° 05' 39" East 204.70 feet;
40. South 18° 18' 25" West 213.42 feet;
41. South 9° 51' 31" West 235.00 feet;
42. South 69° 21' 51" West 209.71 feet to the Southwesterly corner

- of Lot 80, said Tract No. 4224; thence leaving said boundary;
43. South 17° 08' 25" West 106.94 feet; thence
 44. South 50° 25' 57" West 252.09 feet; thence
 45. South 41° 32' 54" West 446.29 feet; thence
 46. South 31° 18' 49" West 140.46 feet; thence
 47. South 9° 30' 24" West 211.91 feet; thence
 48. South 0° 40' 50" West 393.71 feet to Station No. 110 of the Ordinary High Tide Line as described in the final decree entered in Case No. 20436 Superior Court of said Orange County, said Station being an angle point in the boundary of said Tract No. 4224; thence
 49. South 1° 53' 04" East 122.43 feet along said Ordinary High Tide Line and boundary to Station No. 111 of said Ordinary High Tide Line; thence leaving said Line and boundary
 50. East 100.00 feet; thence
 51. South 7° 43' 45" West 798.21 feet; thence
 52. South 424.00 feet; thence
 53. East 563.00 feet; thence
 54. North 26° 19' 40" East 467.24 feet to a point in the most Northerly line of the "Boat Launching Area" described in a lease recorded in Book 7640, Page 298, said Official Records, said point being South 82° 17' 23" West 100 feet along said line from Station No. 25 of said Ordinary High Tide Line; thence
 55. North 82° 17' 23" East 100.00 feet along said line to said station; thence
 56. South 24° 13' 27" East 39.30 feet along said Ordinary High Tide Line to the Northwesterly terminus of that certain 80.00 foot strip of land described in a deed to the County of Orange for Back Bay Drive, formerly Bayside Drive, recorded in Book 4288, page 216, Official Records of said Orange County; thence
 57. North 66° 17' 51" East 6.35 feet along said Northwesterly terminus to a point on the Southwesterly right of way line of Back Bay Drive, formerly Palisades Road, 40.00 feet wide, as described in a deed to the County of Orange, recorded in Book 1037, page 269, said Official Records, said point being the beginning of a curve concave Easterly and having a radius of 220.00 feet, a radial to said point bears South 66° 17' 51" West; thence along said right of way line the following described courses:
 58. Northerly 147.87 feet along said curve through an angle of 38° 30' 40";
 59. North 14° 48' 31" East 93.81 feet;
 60. Northeasterly 157.19 feet along a 320.00 foot radius curve that is concave Southeasterly through an angle of 28° 08' 40";
 61. North 42° 57' 11" East 123.69 feet;
 62. Northeasterly 64.82 feet along a 220.00 foot radius curve that is concave Southeasterly through an angle of 16° 52' 50";
 63. North 59° 50' 01" East 82.93 feet;

64. Northeasterly 151.56 feet along a 230.00 foot radius curve that is concave Northwesterly through an angle of 37° 45' 20";
65. North 22° 04' 41" East 8.49 feet;
66. Northeasterly 374.10 feet along a 370.00 foot radius curve that is concave Southeasterly through an angle 57° 55' 48";
67. North 80° 00' 29" East 97.75 feet;
68. Easterly 174.88 feet along a 1980.00 foot radius curve that is concave Northerly through an angle of 5° 03' 38";
69. North 74° 56' 51" East 116.34 feet;
70. Northeasterly 119.54 feet along a 330.00 foot radius curve that is concave Northwesterly through an angle of 20° 45' 20";
71. North 54° 11' 31" East 28.69 feet;
72. Northeasterly 92.50 feet along a 230.00 foot radius curve that is concave Northwesterly through an angle of 23° 02' 30";
73. North 31° 09' 01" East 37.97 feet;
74. Northeasterly 124.65 feet along a 620.00 foot radius curve that is concave Southeasterly through an angle of 11° 31' 10";
75. North 42° 40' 11" East 19.36 feet;
76. Northeasterly 180.46 feet along a 780.00 foot radius curve that is concave Northwesterly through an angle of 13° 15' 20";
77. North 29° 24' 51" East 110.51 feet;
78. Northeasterly 180.55 feet along a 230.00 foot radius curve that is concave Southeasterly through an angle of 44° 58' 40";
79. North 74° 23' 31" East 71.57 feet;
80. Northeasterly 131.85 feet along a 180.00 foot radius curve that is concave Northwesterly through an angle of 41° 58' 10";
81. North 32° 25' 21" East 98.40 feet;
82. Northeasterly 139.72 feet along a 580.00 foot radius curve that is concave Northwesterly through an angle of 13° 48' 10";
83. North 18° 37' 11" East 191.57 feet;
84. Northerly 190.95 feet along a 680.00 foot radius curve that is concave Westerly through an angle of 16° 05' 20";
85. North 2° 31' 51" East 112.97 feet;
86. Northerly 171.90 feet along a 480.00 foot radius curve that is concave Westerly through an angle of 20° 31' 10";
87. North 17° 59' 19" West 105.85 feet;
88. Northwesterly 219.44 feet along a 580.00 foot radius curve that is concave Southwesterly through an angle of 21° 40' 40";
89. North 39° 39' 59" West 30.54 feet;
90. Northwesterly 209.18 feet along a 580.00 foot radius curve that is concave Southwesterly through an angle of 20° 39' 50";
91. North 60° 19' 49" West 256.75 feet;
92. Northwesterly 166.34 feet along a 210.00 foot radius curve that is concave Northeasterly through an angle of 45° 23' 00";
93. North 14° 56' 49" West 2.29 feet;
94. Northeasterly 103.72 feet along a 70.00 foot radius curve that is concave Southeasterly through an angle of 84° 53' 40";
95. North 69° 56' 51" East 84.37 feet;
96. Northeasterly 177.08 feet along a 180.00 foot radius curve that

- is concave Northwesterly through an angle of 56° 22' 00";
97. North 13° 34' 51" East 926.31 feet;
 98. Northerly 367.32 feet along a 380.00 foot radius curve that is concave Westerly through an angle of 55° 23' 00";
 99. North 41° 48' 09" West 241.47 feet;
 100. Northwesterly 99.32 feet along a 220.00 foot radius curve that is concave Northeasterly through an angle of 25° 52' 00";
 101. North 15° 56' 09" West 54.89 feet;
 102. Northwesterly 165.17 feet along a 580.00 foot radius curve that is concave Southwesterly through an angle of 16° 19' 00";
 103. North 32° 15' 09" West 39.22 feet;
 104. Northwesterly 93.71 feet along a 480.00 foot radius curve that is concave Southwesterly through an angle of 11° 11' 10";
 105. North 43° 26' 19" West 193.40 feet;
 106. Northerly 362.21 feet along a 370.00 foot radius curve that is concave Easterly through an angle of 56° 05' 20";
 107. North 12° 39' 01" East 252.19 feet;
 108. Northerly 292.89 feet along a 1780.00 foot radius curve that is concave Westerly through an angle of 9° 25' 40";
 109. North 3° 13' 21" East 14.17 feet;
 110. Northerly 293.38 feet along a 1820.00 foot radius curve that is concave Easterly through an angle of 9° 14' 10";
 111. North 12° 27' 31" East 27.16 feet;
 112. Northerly 236.73 feet along a 1180.00 foot radius curve that is concave Westerly through an angle of 11° 29' 40";
 113. North 0° 57' 51" East 82.33 feet;
 114. Northerly 194.78 feet along a 620.00 foot radius curve that is concave Easterly through an angle of 18° 00' 00";
 115. North 18° 57' 51" East 20.34 feet;
 116. Northeasterly 170.04 feet along a 150.00 foot radius curve that is concave Southeasterly through an angle of 64° 57' 00";
 117. North 83° 54' 51" East 78.48 feet;
 118. Northeasterly 127.39 feet along a 180.00 foot radius curve that is concave Northwesterly through an angle of 40° 33' 00";
 119. North 43° 21' 51" East 57.99 feet;
 120. Northeasterly 184.74 feet along a 1520.00 foot radius curve that is concave Southeasterly through an angle of 6° 57' 50";
 121. North 50° 19' 41" East 31.50 feet;
 122. Northeasterly 218.92 feet along a 1480.00 foot radius curve that is concave Northwesterly through an angle of 8° 28' 30";
 123. North 41° 51' 11" East 44.65 feet;
 124. Northeasterly 194.36 feet along a 1220.00 foot radius curve that is concave Southeasterly through an angle of 9° 07' 40";
 125. North 50° 58' 51" East 66.39 feet;
 126. Northeasterly 300.05 feet along a 1780.00 foot radius curve that is concave Northwesterly through an angle of 9° 39' 30";
 127. North 41° 19' 21" East 33.58 feet;
 128. Northeasterly 154.36 feet along a 380.00 foot radius curve that is concave Northwesterly through an angle of 23° 16' 30";

129. North 18° 02' 51" East 42.03 feet;
130. Northerly 216.88 feet along a 580.00 foot radius curve that is concave Westerly through an angle of 21° 25' 30";
131. North 3° 22' 39" West 302.88 feet;
132. Northerly 255.24 feet along a 370.00 foot radius curve that is concave Easterly through an angle of 39° 31' 30";
133. North 36° 08' 51" East 21.09 feet;
134. Northeasterly 403.36 feet along a 520.00 foot radius curve that is concave Southeasterly through an angle of 44° 26' 40";
135. North 80° 35' 31" East 628.42 feet;
136. Easterly 289.58 feet along a 320.00 foot radius curve that is concave Southerly through an angle of 51° 51' 00";
137. South 47° 33' 29" East 3.72 feet;
138. Southeasterly 115.09 feet along a 355.00 foot radius curve that is concave Northeasterly through an angle of 18° 34' 30";
139. South 66° 07' 59" East 375.25 feet;
140. Easterly 209.08 feet along a 780.00 foot radius curve that is concave Northerly through an angle of 15° 21' 30";
141. South 81° 29' 29" East 241.76 feet;
142. Easterly 208.39 feet along a 980.00 foot radius curve that is concave Northerly through an angle of 12° 11' 00";
143. North 86° 19' 31" East 57.06 feet;
144. Easterly 95.37 feet along a 260.00 foot radius curve that is concave Southerly through an angle of 21° 01' 00";
145. South 72° 39' 29" East 70.33 feet;
146. Easterly 108.18 feet along a 1380.00 foot radius curve that is concave Northerly through an angle of 4° 29' 30";
147. South 77° 08' 59" East 180.02 feet;
148. Easterly 96.09 feet along a 220.00 foot radius curve that is concave Northerly through an angle of 25° 01' 32" to the Westerly terminus of that certain 60.00 foot strip of land described in Parcel 2 in a deed to the City of Newport Beach recorded in Book 10,000, page 891, said Official Records; thence
149. North 16° 56' 34" West 19.71 feet along said Westerly terminus to the Northerly line of said strip said Northerly line being a curve concave Southerly and having a radius 480.00 feet; thence from a tangent that bears North 73° 03' 26" East
150. Easterly 553.25 feet along said curve through an angle of 66° 02' 20" to the beginning of a reverse curve concave Northerly and having a radius of 25.00 feet being the Northerly line of Parcel 3 as described in said deed, thence

151. Easterly 31.15 feet along said curve through an angle of 71° 23' 49" to the beginning of a reverse curve concave Southeasterly and having a radius of 842.00 feet being the Northwesterly line of Parcel 1 as described in said deed; thence along said Northwesterly line the following described courses:
152. Northeasterly 96.16 feet along said curve through an angle of 6° 32' 37";

- 153 North 74° 14' 34" East 98.02 feet;
154. Northeasterly 478.44 feet along a 758.00 foot radius curve that is concave Northwesterly through an angle of 36° 09' 52";
155. North 38° 04' 42" East 156.00 feet;
156. Northeasterly 547.51 feet along a 842.00 foot radius curve that is concave Southeasterly through an angle of 37° 15' 23" to the beginning of a reverse curve concave Northwesterly and having a radius of 65.00 feet, the Northerly terminus of said curve being tangent to a line that is parallel with and 82.00 feet Westerly of the center line of Jamboree Road, 100.00 feet wide, as described in a deed to the County of Orange recorded in Book 4110, page 10, Official Records of said County; thence
157. Northeasterly 76.03 feet, more or less, along said curve through and angle of 67° 01' 22" to said parallel line; thence
- 158 North 8° 19' 43" East 414.47 feet along said parallel line to the Southerly terminus of the Westerly right of way line of Jamboree Road, 132.00 feet wide, as described in a deed to the City of Newport Beach recorded in Book 6135, page 155, said Official Records; thence along said right of way line being a curve concave Westerly and having a radius of 2334.00 feet and being tangent to said parallel line; thence
159. Northerly 295.99 feet along said curve through an angle of 7° 15' 58" to a point thereon that is 300.30 feet Southerly of the Northerly terminus of said curve; thence non-tangent
160. South 68° 20' 16" West 563.43 feet; thence
161. North 31° 39' 56" West 338.79 feet; thence
- 162 North 68° 20' 16" East 608.78 feet to the beginning of a curve concave Southerly and having a radius of 3805.00 feet; thence
163. Easterly 124.57 feet along said curve through an angle of 1° 52' 33" to said Westerly right of way line; thence
164. North 6° 18' 34" West 416.16 feet along said line to the beginning of a curve therein concave Easterly and having a radius of 1666.00 feet; thence
- 165 Northerly 352.71 feet along said curve and right of way line through an angle of 12° 07' 49" to the Southerly line of the land described in a deed to the Newport Harbor Union High School District recorded in Book 7578, page 670, said Official Records; thence
-
- 166 North 84° 10' 45" West 154.76 feet along said Southerly line to the beginning of a curve therein concave Southerly and having a radius of 2000.00 feet; thence
- 167 Westerly 618.97 feet along said curve and Southerly line through an angle of 17° 43' 56"; thence leaving said line non-tangent
168. South 57° 44' 19" West 77.81 feet; thence
- 169 South 64° 51' 54" West 161.27 feet; thence
170. South 64° 25' 17" West 181.82 feet; thence
171. South 66° 59' 55" West 381.32 feet; thence

172. South 75° 12' 12" West 102.44 feet; thence
173. South 12° 38' 00" West 29.56 feet; thence
174. South 39° 14' 15" West 116.20 feet; thence
175. South 22° 35' 41" West 87.19 feet; thence
176. South 10° 18' 17" West 106.21 feet; thence
177. South 62° 06' 10" West 28.85 feet; thence
178. South 9° 57' 02" West 115.74 feet; thence
179. South 35° 35' 57" West 54.11 feet; thence
180. South 66° 26' 52" West 63.82 feet; thence
181. South 84° 33' 00" West 142.14 feet; thence
182. North 70° 40' 37" West 81.60 feet; thence
183. North 88° 55' 32" West 133.02 feet; thence
184. North 74° 30' 41" West 258.38 feet; thence
185. North 83° 40' 51" West 149.91 feet; thence
186. North 39° 13' 32" West 31.63 feet; thence
187. North 66° 23' 34" West 147.33 feet; thence
188. North 57° 47' 03" West 633.42 feet; thence
189. North 65° 24' 57" West 219.50 feet; thence
190. North 55° 57' 02" West 176.81 feet; thence
191. North 74° 28' 33" West 140.11 feet; thence
192. North 64° 33' 00" West 91.92 feet; thence
193. North 76° 57' 50" West 465.50 feet; thence
194. North 83° 23' 12" West 104.19 feet; thence
195. South 47° 54' 39" West 20.89 feet; thence
196. South 89° 45' 48" West 121.00 feet; thence
197. North 78° 34' 22" West 143.85 feet; thence
198. North 82° 27' 21" West 262.77 feet; thence
199. North 69° 45' 06" West 259.40 feet to a point in that certain 2060.00 foot radius curve in the Southeasterly boundary of Parcel 102.1 described in a deed to the Orange County Flood Control District recorded in Book 5906, page 516, said Official Records, said curve being concave Northerly, a radial to said point bears South 22° 50' 23" East; thence
200. Westerly 240.19 feet along said curve through an angle of 6° 40' 50" to the Westerly terminus of said curve; thence
201. South 73° 50' 27" West 384.32 feet continuing along said boundary to an angle point therein; thence
202. North 16° 09' 33" West 100.00 feet along said boundary and the northerly prolongation thereof; thence
203. South 76° 25' 54" West 280.21 feet; thence
204. South 75° 59' 33" West 241.69 feet; thence
205. South 85° 26' 24" West 81.76 feet; thence
206. South 58° 22' 28" West 207.87 feet; thence
207. South 53° 22' 27" West 422.40 feet; thence
208. South 36° 43' 20" West 194.00 feet; thence
209. South 22° 58' 42" West 307.39 feet; thence
210. South 14° 54' 39" West 270.09 feet; thence
211. South 6° 51' 09" West 234.68 feet; thence
212. South 3° 34' 35" West 88.17 feet; thence

213. South 6° 26' 13" East 98.12 feet; thence
214. South 36° 07' 10" East 22.90 feet; thence
215. South 1° 08' 12" East 126.02 feet; thence
216. South 7° 42' 56" West 156.42 feet; thence
217. South 23° 11' 55" West 194.20 feet; thence
218. South 24° 54' 56" West 85.45 feet; thence
219. South 25° 44' 05" West 231.46 feet; thence
220. South 33° 17' 43" West 440.17 feet to a point that is North 54° 13' 20" West 79.13 feet from Station No. 76 of said Ordinary High Tide Line as described in said final decree above referred to; thence
221. South 54° 13' 20" East 79.13 feet to said Station No. 76; thence
222. South 0° 24' 52" West 610.81 feet along said Ordinary High Tide Line to Station No. 77 thereof; thence
223. South 31° 37' 12" East 430.16 feet along said Ordinary High Tide Line; thence
224. South 45° 00' 00" West 181.91 feet to the Northeasterly line of Lot 11 of said Tract No. 4224; thence
225. South 64° 55' 53" East 90.37 feet along said Northeasterly line to the Northeasterly corner of Lot 12, said Tract No. 4224 and the point of beginning.

(b) A parcel of land in Upper Newport Bay adjacent to Block 53, Irvine's Subdivision, in the City of Newport Beach, County of Orange, State of California, as per map filed in Book 1, page 88, Miscellaneous Maps, records of said county being bounded as follows:

Bounded on the north and northwest by the westerly boundary line of the lands described in the decree in the case of County of Orange v. The Irvine Company, Orange County Superior Court Case No. 20436.

Bounded on the southwest by the northeasterly line of North Star Lane as shown on the map of Tract 4224, filed in Book 157, page 1, Miscellaneous Maps, records of said county.

Bounded on the east and southeast by that certain parcel described in subdivision (a) of Section 2

SEC. 3. Chapter 2044 of the Statutes of 1957 is repealed.