

RECORDING REQUESTED BY:

Stewart Title of California

AND WHEN RECORDED MAIL TO:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, 32nd Floor
Los Angeles, California 90017
Attention: Greg Harrington

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE
ORIGINAL DOCUMENT RECORDED ON 8-31-2015
UNDER RECORDER'S SERIES NO. 2015048783
MODERNA COUNTY RECORDS
STEWART TITLE GUARANTY CO. [Signature]
BY: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

01180-173777

Ground Lease
Title of Document

This page is added to provide adequate space for recording information.

The undersigned grantor(s) declare(s):

Documentary Transfer Tax: \$0.00 – Leasehold purposes only (Less than 35 years) – No Money Changed Hands

computed on full value of property conveyed, or

computed on full value less liens and encumbrances remaining at the time of the sale

Unincorporated Area City of Salinas

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

**Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, 32nd Floor
Los Angeles, California 90017
Attention: Greg Harrington**

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE
AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE**

01180-173777

GROUND LEASE

by and between

COUNTY OF MONTEREY

and

**COUNTY OF MONTEREY
PUBLIC IMPROVEMENT CORPORATION**

Dated as of September 1, 2015

GROUND LEASE

THIS GROUND LEASE (this “Ground Lease”), executed and entered into as of September 1, 2015, is by and between the COUNTY OF MONTEREY, a county and political subdivision of the State of California organized and existing under and by virtue of the laws of the State of California (the “County”), as lessor, and the COUNTY OF MONTEREY PUBLIC IMPROVEMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the “Corporation”), as lessee.

RECITALS

WHEREAS, the County desires to finance a portion of the costs of the acquisition, construction, rehabilitation and installation of certain administration, court and court related facilities (the “Project”);

WHEREAS, in order to finance the Project, the County will lease certain real property and the improvements thereto (the “Property”) to the Corporation pursuant this Ground Lease, and the County will sublease the Property back from the Corporation pursuant to a Lease Agreement, dated as of the date hereof (the “Lease Agreement”), a memorandum of which is recorded concurrently herewith;

WHEREAS, the Property is more particularly described in Exhibit A hereto;

WHEREAS, the County and the Corporation have determined that it would be in the best interests of the County and the Corporation to provide the funds necessary to finance the Project through the sale and delivery of County of Monterey Certificates of Participation (2015 Public Facilities Financing), evidencing direct, fractional undivided interests in the base rental payments to be made by the County under the Lease Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Ground Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Ground Lease;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Except as otherwise defined herein, or unless the context clearly otherwise requires, words and phrases defined in Section 1.01 of the Lease Agreement shall have the same meanings in this Ground Lease.

ARTICLE II

LEASE OF THE PROPERTY; RENTAL

Section 2.01. Lease of Property. The County hereby leases to the Corporation, and the Corporation hereby leases from the County, for the benefit of the Owners of the Certificates, the Property, subject only to Permitted Encumbrances, to have and to hold for the term of this Ground Lease.

Section 2.02. Rental. (a) The County of Monterey Public Improvements Corporation shall pay, or cause to be paid, to the County as and for rental of the Property hereunder, the sum of not to exceed \$52,221,573.22 (the "Ground Lease Payment"). The Ground Lease Payment shall be paid from the proceeds of the Certificates; provided, however, that in the event the available proceeds of the Certificates are not sufficient to enable the Corporation to pay such amount in full, the remaining amount of the Ground Lease Payment shall be reduced to an amount equal to the amount of such available proceeds.

(b) The County shall deposit the Ground Lease Payment in one or more separate funds or accounts to be held and administered for the purpose of the costs of the Project. The Corporation and the County hereby find and determine that the amount of the Ground Lease Payment does not exceed the fair market value of the leasehold interest in the Property which is conveyed hereunder by the County to the Corporation. No other amounts of rental shall be due and payable by the Corporation for the use and occupancy of the Property under this Ground Lease.

ARTICLE III

QUIET ENJOYMENT

The parties intend that the Property will be leased back to the County pursuant to the Lease Agreement for the term thereof. Subject to any rights the County may have under the Lease Agreement (in the absence of an event of default) to possession and enjoyment of the Property, the County hereby covenants and agrees that it will not take any action to prevent the Corporation from having quiet and peaceable possession and enjoyment of the Property during the term hereof and will, at the request of the Corporation and at the County's cost, to the extent that it may lawfully do so, join in any legal action in which the Corporation asserts its right to such possession and enjoyment.

ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.01. Waste. The Corporation agrees that at all times that it is in possession of the Property, it will not commit, suffer or permit any waste on the Property, and that it will not willfully or knowingly use or permit the use of the Property for any illegal purpose or act.

Section 4.02. Further Assurances and Corrective Instruments. The County and the Corporation agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further

instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Ground Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement.

Section 4.03. Waiver of Personal Liability. (a) All liabilities under this Ground Lease on the part of the Corporation shall be solely liabilities of the Corporation as a nonprofit public benefit corporation, and the County hereby releases each and every director, officer and employee of the Corporation of and from any personal or individual liability under this Ground Lease. No director, officer or employee of the Corporation shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the County or to any other party whomsoever for anything done or omitted to be done by the Corporation hereunder.

(b) All liabilities under this Ground Lease on the part of the County shall be solely liabilities of the County as a city and municipal corporation, and the Corporation hereby releases each and every member, officer and employee of the County of and from any personal or individual liability under this Ground Lease. No member, officer or employee of the County shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the Corporation or to any other party whomsoever for anything done or omitted to be done by the County hereunder.

Section 4.04. Taxes. The County covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 4.05. Right of Entry. The County reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same.

Section 4.06. Representations of the County. The County represents and warrants to the as follows:

(a) the County has the full power and authority to enter into, to execute and to deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Ground Lease;

(b) except for Permitted Encumbrances, the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Property for governmental purposes as contemplated by the County;

(c) all taxes, assessments or impositions of any kind with respect to the Property, except current taxes, have been paid in full; and

(d) the Property is necessary to the County in order for the County to perform its governmental functions.

Section 4.07. Representations of the Corporation. The Corporation represents and warrants that the Corporation has the full power and authority to enter into, to execute and to

deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution and delivery of this Ground Lease.

ARTICLE V

ASSIGNMENT, SELLING AND SUBLEASING

Section 5.01. Assignment, Selling and Subleasing. This Ground Lease may be assigned or sold, and the Property may be subleased, as a whole or in part, by the Corporation, without the necessity of obtaining the consent of the County, if an event of default occurs under the Lease Agreement. The Corporation shall, within 30 days after such an assignment, sale or sublease, furnish or cause to be furnished to the County a true and correct copy of such assignment, sublease or sale, as the case may be.

Section 5.02. Restrictions on County. The County agrees that, except with respect to Permitted Encumbrances, it will not mortgage, sell, encumber, assign, transfer or convey the Property or any portion thereof during the term of this Ground Lease.

ARTICLE VI

IMPROVEMENTS

Title to all improvements made on the Property during the term hereof shall vest in the County.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. The term of this Ground Lease shall commence as of the date of commencement of the term of the Lease Agreement and shall remain in full force and effect from such date to and including September 1, 2045, unless such term is extended or sooner terminated as hereinafter provided; provided, however, that, so long as no Event of Default shall have occurred and be continuing under the Lease Agreement, upon the filing of a Written Certificate of the County stating that the Courthouse Project has been completed and that all costs of the Courthouse Project have been paid, the term of this Ground Lease with respect to the Other Property shall terminate, unless such term is sooner terminated as hereinafter provided, and, from and after the date of such termination, the description of the Other Property set forth in Exhibit A hereto shall be deemed to have been deleted therefrom and the term "Property" shall, for all purposes hereof, be deemed not to include the Other Property.

Section 7.02. Extension; Early Termination. If, on September 1, 2045, the Certificates shall not be fully paid, or provision therefor made in accordance with Article X of the Trust Agreement, or the Trust Agreement shall not be discharged by its terms, or if the Rental Payments payable under the Lease Agreement shall have been abated at any time, then the term of this Ground Lease shall be automatically extended until the date upon which all Certificates shall be fully paid, or provision therefor made in accordance with Article X of the Trust Agreement, and the Trust Agreement shall be discharged by its terms, except that the term of this Ground Lease shall in no event be extended more than ten years. If, prior to September 1, 2045,

all Certificates shall be fully paid, or provisions therefor made in accordance with Article X of the Trust Agreement, and the Trust Agreement shall be discharged by its terms, the term of this Ground Lease shall end simultaneously therewith.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the County, the Corporation and their respective successors and assigns.

Section 8.02. Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.03. Amendments; Substitution and Release. This Ground Lease may be amended, changed, modified, altered or terminated only in accordance with the provisions of Section 8.01 of the Lease Agreement. The County shall have the right to substitute alternate real property for the Property or to release portions of the Property as provided in Section 8.03 of the Lease Agreement.

Section 8.04. Assignment. The Corporation and County acknowledge that the Corporation has assigned its right, title and interest in and to this Ground Lease to the Trustee pursuant to the Assignment Agreement, dated as of the date hereof, and recorded concurrently herewith. The County consents to such assignment.

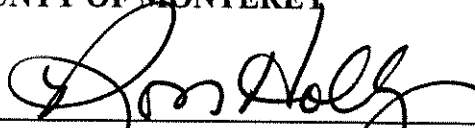
Section 8.05. Captions. The captions or headings in this Ground Lease are for convenience only and in no way define or limit the scope or intent of any provision of this Ground Lease.

Section 8.06. Governing Laws. This Ground Lease shall be governed by and construed in accordance with the laws of the State of California.


Section 8.07. Execution in Counterparts. This Ground Lease may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

COUNTY OF MONTEREY

By: 
Chief Deputy Auditor-Controller
RON HOLLY

COUNTY OF MONTEREY PUBLIC
IMPROVEMENT CORPORATION

By: 
Resident
MICHAEL J. MILLER

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

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

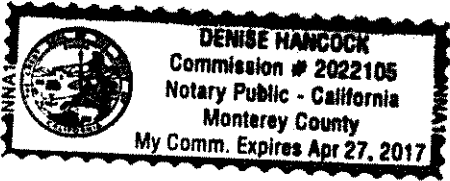
On August 21, 2015, before me, Denise Hancock, Notary Public, personally appeared Ron Holly, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Denise Hancock

[SEAL]



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

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On August 21, 2015, before me, Denise Hancock, Notary Public, personally appeared Michael J Miller, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Denise Hancock

[SEAL]

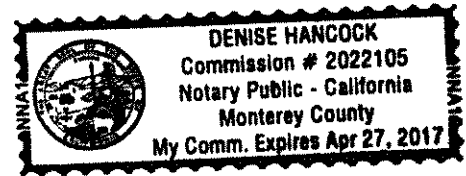


EXHIBIT A

DESCRIPTION OF THE PROPERTY

Courthouse and Schilling Complex Property

All that real property situated in the County of Monterey, State of California, described as follows, and any improvements thereto:

240 CHURCH STREET, SALINAS

BEING A PORTION OF THE LANDS OF MONTEREY COUNTY, AND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE DATED JUNE 6, 2013 AND RECORDED JUNE 7, 2013 AS DOCUMENT NO. 2013-036397, OFFICIAL RECORDS OF MONTEREY COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID DESCRIBED PARCEL, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST ALISAL STREET (A CITY STREET 75.5 FEET WIDE) WITH THE WESTERLY LINE OF CHURCH STREET (A CITY STREET 60 FEET WIDE); THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID NORTHERLY LINE OF WEST ALISAL STREET,

- 1) SOUTH 80° 36' 07" WEST 321.95 FEET; THENCE LEAVING SAID NORTHERLY STREET LINE
- 2) NORTH 09° 23' 53" WEST 190.72 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID DESCRIBED PARCEL; THENCE ALONG SAID NORTHERLY BOUNDARY
- 3) NORTH 80° 43' 19" EAST 30.80 FEET; THENCE
- 4) NORTH 09° 16' 41" WEST 12.25 FEET; THENCE
- 5) NORTH 82° 43' 25" EAST 35.23 FEET; THENCE
- 6) SOUTH 09° 31' 28" EAST 10.64 FEET; THENCE
- 7) NORTH 80° 55' 55" EAST 165.35 FEET; THENCE
- 8) SOUTH 09° 51' 54" EAST 6.22 FEET; THENCE
- 9) NORTH 80° 45' 41" EAST 90.54 FEET TO THE NORTHEASTERLY CORNER OF SAID DESCRIBED PARCEL, BEING ALSO A POINT ON THE AFORESAID WESTERLY LINE OF CHURCH STREET; THENCE LEAVING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY STREET LINE
- 10) SOUTH 09° 22' 54" EAST 183.54 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION IS THE SAME AS CONTAINED AND DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED MAY 14, 2015 AS DOCUMENT NO. 2015-025123, OFFICIAL RECORDS.

APN: 002-253-032 (NEW); 002-253-031 (OLD)

1441 SCHILLING PLACE, SALINAS

PARCEL ONE

PARCEL A, IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AS SHOWN ON THAT MAP FILED FEBRUARY 14, 1989 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN VOLUME 17 OF PARCEL MAPS AT PAGE 164.

PARCEL TWO

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO LLANO DE BUENA VISTA, CITY OF SALINAS, MONTEREY COUNTY, CALIFORNIA, BEING A PORTION OF EDEN STREET AND PARCEL "A" AS SHOWN ON MAP OF TRACT NO. 896, EDEN INDUSTRIAL PARK, RECORDED IN VOLUME 14 OF CITIES AND TOWNS AT PAGE 31, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF EDEN STREET, A 64 FOOT WIDE CITY STREET, SAID POINT BEING ALSO ON THE WESTERLY LINE OF CALIFORNIA STATE HIGHWAY ROUTE US 101, AT A FOUND CONCRETE MONUMENT AS SHOWN ON SAID MAP; THENCE ALONG SAID LINE

1) SOUTH 24° 47' 38" EAST, 905.00 FEET TO THE MOST NORTHERLY CORNER OF PARCEL A AS SHOWN ON SAID MAP; THENCE LEAVE SAID HIGHWAY LINE AND CONTINUE ALONG SAID STREET LINE, TANGENTIALLY

2) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 139 FOOT RADIUS THROUGH AN ANGLE OF 22° 59' 56" FOR A DISTANCE OF 55.80 FEET; THENCE LEAVE SAID STREET LINE

3) CURVING TO THE LEFT ON A CIRCULAR ARC OF 55 FOOT RADIUS (THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS SOUTH 28° 15' 06" WEST) THROUGH AN ANGLE OF 71° 59' 20" FOR A DISTANCE OF 69.10 FEET TO A POINT ON THE WESTERLY LINE OF SAID STREET; THENCE ALONG SAID WESTERLY LINE

4) CURVING TO THE LEFT ON A CIRCULAR ARC OF 75 FOOT RADIUS (THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS NORTH 86° 40' 14" WEST) THROUGH AN ANGLE OF 28° 07' 24" FOR A DISTANCE OF 36.81 FEET; THENCE TANGENTIALLY

5) NORTH 24° 47' 38" WEST, 905.00 FEET; THENCE TANGENTIALLY

6) CURVING TO THE LEFT ON A CIRCULAR ARC OF 100 FOOT RADIUS THROUGH AN ANGLE OF 39° 20' 30" FOR A DISTANCE OF 68.66 FEET; THENCE LEAVE SAID WESTERLY LINE

7) CURVING TO THE LEFT ON A CIRCULAR ARC OF 55 FOOT RADIUS (THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS NORTH 70° 06' 18" WEST) THROUGH AN ANGLE OF 114° 09' 11" FOR A DISTANCE OF 109.58 FEET TO A POINT ON THE EASTERLY LINE OF SAID STREET; THENCE ALONG SAID LINE

8) CURVING TO THE RIGHT ON A CIRCULAR ARC OF 164 FOOT RADIUS (THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS SOUTH 4° 15' 29" EAST) THROUGH AN ANGLE OF 69° 27' 51" FOR A DISTANCE OF 198.83 FEET TO THE POINT OF BEGINNING.

PARCEL THREE

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO LLANO DE BUENA VISTA, CITY OF SALINAS, MONTEREY COUNTY, CALIFORNIA, BEING A PORTION OF EDEN STREET AND PARCEL "A" AS SHOWN ON MAP OF TRACT NO. 896, EDEN INDUSTRIAL PARK, RECORDED IN VOLUME 14 OF CITIES AND TOWNS AT PAGE 31, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL "A" AS SHOWN ON SAID MAP; THENCE ALONG THE EASTERLY BOUNDARY THEREOF AND THE WESTERLY LINE OF CALIFORNIA STATE HIGHWAY ROUTE US 101

1) SOUTH 24° 47' 38" EAST, 87.37 FEET TO A POINT; THENCE LEAVE SAID BOUNDARY AND HIGHWAY LINE,

2) CURVING TO THE LEFT ON A CIRCULAR ARC OF 55 FOOT RADIUS (THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS SOUTH 65° 12' 22" WEST) THROUGH AN ANGLE OF 36° 57' 16" FOR A DISTANCE OF 35.47 FEET TO A POINT ON THE EASTERLY LINE OF EDEN STREET; THENCE ALONG SAID LINE

3) CURVING TO THE LEFT ON A CIRCULAR ARC OF 139 FOOT RADIUS (THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS SOUTH 88° 12' 18" WEST) THROUGH AN ANGLE OF 22° 59' 56" FOR A DISTANCE OF 55.30 FEET TO THE POINT OF BEGINNING.

APN: 177-181-024

1488 SCHILLING PLACE, SALINAS

LOTS 7, 8 AND 9, AS SHOWN ON THE MAP ENTITLED, "TRACT 896, EDEN INDUSTRIAL PARK", IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED JULY 30, 1980 IN BOOK 14, PAGE 31 OF MAPS OF CITIES AND TOWNS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CERTIFICATE OF COMPLIANCE RECORDED MAY 9, 2003, INSTRUMENT NO. 2003-053999 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY AND ALL WATER, BUT WITHOUT THE RIGHT OF ENTRY OR TO MAKE ANY WITHDRAWAL OF WATER WHICH WILL RESULT IN DAMAGE TO ANY BUILDING OR STRUCTURE, AS GRANTED IN THE DEED TO CALIFORNIA WATER SERVICE COMPANY, RECORDED OCTOBER 21, 1980 IN BOOK 1441 OF REELS, PAGE 576, OFFICIAL RECORDS.

APN: 177-181-014; 177-181-015; 177-181-016

1484 SCHILLING PLACE, SALINAS

LOTS 10 AND 11 OF TRACT 896, EDEN INDUSTRIAL PARK, IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, FILED JULY 30, 1980 IN BOOK 14 OF CITIES AND TOWNS, PAGE 31, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

APN: 177-181-017; 177-181-018

1494 SCHILLING PLACE, SALINAS

PARCEL ONE

THAT CERTAIN PARCEL OF LAND BEING A PORTION OF RANCHO LLANO BUENA VISTA AND BOUNDED BY THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN THE DEED TO MCCORMICK AND CO., RECORDED AUGUST 26, 1965 IN REEL 421 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 774, THE NORTHEASTERLY BOUNDARY OF SOUTHERN PACIFIC RAILROAD'S STRIP OF LAND AND THE SOUTHWESTERLY LINE OF CALIFORNIA STATE HIGHWAY U.S. 101, DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA DATED AUGUST 24, 1953 IN VOLUME 1486 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 163.

PARCEL TWO

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THAT CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS:

PARCEL "A" IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 896, EDEN INDUSTRIAL PARK", FILED JULY 30, 1980 IN VOLUME 14, PAGE 31 OF MAPS OF CITIES AND TOWNS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL THREE

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

PARCEL "B" IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 896, EDEN INDUSTRIAL PARK", FILED JULY 30, 1980 IN VOLUME 14, PAGE 31 OF MAPS OF CITIES AND TOWNS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL FOUR

PARCEL "B" IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 896, EDEN INDUSTRIAL PARK", FILED JULY 30, 1980 IN VOLUME 14, PAGE 31 OF MAPS OF CITIES AND TOWNS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 177-134-003 (PARCEL ONE); 177-181-020 (PARCEL FOUR)

Other Property

All that real property situated in the County of Monterey, State of California, described as follows, and any improvements thereto:

298 TWELFTH STREET, MARINA

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN MONTEREY CITY LANDS TRACT NO. 1, THE FORT ORD MILITARY RESERVATION AND THE CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA, BEING ALL OF THAT CERTAIN 6.144 ACRE PARCEL OF LAND SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 50, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" DIAMETER IRON PIPE TAGGED LS 5992 AT THE NORTHWESTERLY CORNER OF SAID PARCEL OF LAND FROM WHICH A 1" DIAMETER PIPE TAGGED RCE 15310 AT CORNER NUMBERED "8" OF THE "PATTON SCHOOL" BOUNDARY SHOWN ON MAP FILED IN VOLUME 19 OF SURVEYS AT PAGE 22, RECORDS OF SAID COUNTY BEARS NORTH 1° 32' 06" EAST 182.09 FEET DISTANT; RUNNING THENCE ALONG THE BOUNDARY OF SAID 6.144 ACRE PARCEL,

(1) NORTH 72° 58' 32" EAST 380.38 FEET TO A 1" DIAMETER PIPE TAGGED LS 5992; THENCE

(2) SOUTH 42° 13' 35" EAST 131.43 FEET TO A 1" DIAMETER PIPE TAGGED LS 5992; THENCE

(3) SOUTH 28° 33' 53" EAST 155.77 FEET TO A 1" DIAMETER PIPE TAGGED LS 5992; THENCE

(4) SOUTH 26° 11' 31" EAST 209.10 FEET TO A 1" DIAMETER IRON PIPE TAGGED LS 5992 IN THE WESTERLY LINE OF FOURTH AVENUE (A 40 FOOT WIDE STREET AT THIS POINT); THENCE ALONG SAID STREET LINE, NON-TANGENTIALLY

(5) CURVING TO THE LEFT ON A CIRCULAR ARC OF 1430 FOOT RADIUS (THE CENTER OF THE CIRCLE OF WHICH SAID ARC IS A PART BEARS SOUTH 66° 07' 36" EAST, THROUGH AN ANGLE OF 7° 11' 47" FOR A DISTANCE OF 179.61 FEET TO A 1" DIAMETER IRON PIPE TAGGED LS 5992; THENCE TANGENTIALLY

(6) SOUTH 16° 40' 37" WEST 1.94 FEET TO A 1" DIAMETER IRON PIPE TAGGED LS 5992; THENCE

(7) SOUTH 51° 33' 29" WEST 14.00 FEET TO A 1" DIAMETER IRON PIPE TAGGED LS 5992 IN THE NORTHERLY LINE OF TWELFTH STREET (A 60 FOOT WIDE STREET AT THIS POINT); THENCE LEAVING THE LINE OF FOURTH AVENUE AND ALONG SAID LINE OF TWELFTH STREET,

(8) NORTH 73° 09' 00" WEST 662.00 FEET TO A 1" DIAMETER IRON PIPE TAGGED LS 5992; THENCE LEAVE SAID STREET LINE,

(9) NORTH 16° 34' 00" EAST 310.32 FEET TO THE POINT OF BEGINNING.

APN: 031-251-017

Page

20 EAST ALISAL STREET, SALINAS

PARCEL 2, AS SHOWN ON THE PARCEL MAP FILED FOR RECORD MARCH 30, 1982 IN THE MONTEREY COUNTY RECORDER'S OFFICE IN VOLUME 15 OF PARCEL MAPS, PAGE 53.

APN: 002-232-015

1590 MOFFETT STREET, SALINAS

LOT 7, AS SHOWN ON THE MAP ENTITLED, "TRACT NO. 922, UNIT NO. 1, SALINAS AIRPORT BUSINESS", FILED FOR RECORD MAY 6, 1981 IN VOLUME 14 OF "CITIES AND TOWNS" AT PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY.

APN: 003-863-009

1428-1432 ABBOTT STREET, SALINAS

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SALINAS, RANCHO LLANO DE BUENA VISTA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 66.323 GROSS ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HARDEN FARMS, INC., A CORPORATION, AND RECORDED APRIL 9, 1964 IN REEL 307 OF OFFICIAL RECORDS AT PAGE 293, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID 66.323 GROSS ACRE TRACT OF LAND, ON THE SOUTHWEST SIDE OF THE CALIFORNIA STATE HIGHWAY - U.S. HIGHWAY 101 (NOW KNOWN AS ABBOTT STREET), AS WIDENED TO A WIDTH OF 100 FEET BY THAT CERTAIN 0.21 ACRE TRACT OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 2, 1943 IN VOLUME 792 OF OFFICIAL RECORDS AT PAGE 113, RECORDS OF SAID COUNTY, FROM WHICH THE MOST NORTHERLY CORNER OF SAID 66.323 ACRE TRACT OF LAND BEARS ALONG THE NORTHWESTERLY BOUNDARY THEREOF, NORTH 23° 44' EAST 10.47 FEET DISTANT; THENCE FROM SAID POINT OF BEGINNING, LEAVING THE LAST MENTIONED NORTHWESTERLY BOUNDARY AND RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID 0.21 ACRE TRACT OF LAND

1. SOUTH 62° 10' EAST 787.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN 1.0 ACRE TRACT OF LAND DESCRIBED IN THE DECREE TERMINATING JOINT TENANCIES, DATED APRIL 6, 1953 AND RECORDED IN VOLUME 1446 OF OFFICIAL RECORDS AT PAGE 427, RECORDS OF SAID COUNTY; THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID 0.21 ACRE TRACT OF LAND AND RUNNING ALONG THE NORTHWESTERLY BOUNDARY OF SAID 1.0 ACRE TRACT OF LAND

2. SOUTH 23° 44' WEST 277.46 FEET; THENCE LEAVING THE LAST MENTIONED NORTHWESTERLY BOUNDARY

3. NORTH 62° 10' WEST 787.0 FEET, MORE OR LESS, TO THE NORTHWESTERLY BOUNDARY OF SAID 66.323 ACRE TRACT OF LAND AND THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN LOT 1 OF BLOCK 2 OF TRACT NUMBER 542 "BUENA VISTA INDUSTRIAL PARK", AS SHOWN ON THE MAP FILED IN VOLUME 9 OF CITIES AND TOWNS AT PAGE 15, RECORDS OF SAID COUNTY; THENCE RUNNING ALONG THE LAST MENTIONED NORTHWESTERLY BOUNDARY

4. NORTH 23° 44' EAST 277.46 FEET TO THE POINT OF BEGINNING.

APN: 002-822-002; 002-822-003

CERTIFICATE OF ACCEPTANCE

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in real property conveyed by the Ground Lease, dated as of September 1, 2015, by and between the County of Monterey Public Improvement Corporation, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and the County of Monterey, a county and political subdivision of the State of California organized and existing under and by virtue of the laws of the State of California (the "County"), from the County to the Corporation, is hereby accepted by the undersigned officer on behalf of the Corporation pursuant to authority conferred by resolution of the Board of Directors of the Corporation adopted on June 5, 2015, and the Corporation consents to recordation thereof by its duly authorized officer.

Dated as of September 1, 2015

**COUNTY OF MONTEREY PUBLIC
IMPROVEMENT CORPORATION**

By: Michael J. Miller
President
MICHAEL J. MILLER