

RECORDING REQUESTED BY AND  
AFTER RECORDATION PLEASE RETURN TO:

Norton Rose Fulbright US LLP  
555 South Flower Street, Suite 4100  
Los Angeles, California 90071  
Attention: Stepan A. Haytayan

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Lease is less than 35 years.  
R&T Code 11911

AMENDED AND RESTATED ASSIGNMENT AGREEMENT

Dated as of August 1, 2025

by and between the

SANTA CRUZ COUNTY CAPITAL FINANCING AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee

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THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY 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.

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## AMENDED AND RESTATED ASSIGNMENT AGREEMENT

THIS AMENDED AND RESTATED ASSIGNMENT AGREEMENT, dated as of August 1, 2025 (the “Assignment Agreement”), amends and restates the Assignment Agreement, dated as of June 1, 2024 (recorded with the County Clerk-Recorder of Santa Cruz County, as doc. no. 20240011396), by and between the SANTA CRUZ COUNTY CAPITAL FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the “Authority”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America and authorized to accept assignments of the nature herein set forth, as trustee (the “Trustee”);

### WITNESSETH:

WHEREAS, the Authority has entered into a Site and Facility Lease, dated as of June 1, 2024, and a First Amendment to Site and Facility Lease, dated as of August 1, 2025 (together, the “Site Lease”), with the County of Santa Cruz, California (the “County”), whereby the Authority has agreed to lease certain real property located within the County, as described in Exhibit A attached hereto (the “Leased Property”), from the County; and

WHEREAS, the Authority has entered into a Lease Agreement, dated as of June 1, 2024, and a First Amendment to Lease Agreement, dated as of August 1, 2025 (together, the “Lease”), with the County, whereby the Authority has agreed to lease the Leased Property to the County; and

WHEREAS, under and pursuant to the Lease, the County is obligated to make rental payments, including the Base Rental Payments as defined therein, to the Authority for the lease of the Leased Property; and

WHEREAS, the Base Rental Payments under the Lease have been pledged by the Authority as security for the payment of principal of and interest on its Lease Revenue Bonds, 2024 Series C and Lease Revenue Bonds, 2025 Series A (together, the “Bonds”), authorized and issued pursuant to an Indenture, dated as of June 1, 2024, as supplemented by the First Supplemental Indenture, dated as of August 1, 2025 (together, the “Indenture”), by and between the Authority and the Trustee; and

WHEREAS, the Authority has assigned to the Trustee without recourse certain of its rights under the Lease and the Site Lease, including all of its rights to receive the Base Rental Payments, scheduled to be paid by the County under and pursuant to the Lease; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Definitions.** All capitalized terms used herein without definition shall have the meanings given to such terms in the Indenture or the Lease, as appropriate.

**Section 2. Assignment.** The Authority does hereby assign and transfer to the Trustee, as security for its obligations under the Indenture and the Bonds, all of the Authority's right, title and interest in and to the Lease and the Site Lease (excepting only the Authority's rights to give consents and approvals thereunder and the Authority's right to the payment of Additional Rental pursuant to Section 3(b) of the Lease and to indemnification pursuant to Section 14 of the Lease), including the Authority's right to receive Base Rental Payments, as well as its right to enforce payment of such Base Rental Payments when due or otherwise to protect its interests in the event of a default by the County under the Lease, in accordance with the terms thereof, in trust nonetheless. The Base Rental Payments shall be applied, and the rights of the Authority assigned hereunder shall be exercised by the Trustee, as provided in the Indenture.

**Section 3. Acceptance of Assignment.** The Trustee hereby accepts the assignment and transfer of such of the Authority's right, title and interest in and to the Lease and the Site and Facility Lease as are assigned and transferred pursuant to the terms of this Assignment Agreement.

**Section 4. No Additional Rights or Duties.** Excepting only the assignment and transfer of rights to the Trustee pursuant to Section 2 hereof, this Assignment Agreement shall not confer any rights nor impose any duties, obligations or responsibilities upon the Trustee beyond those expressly provided in the Lease, the Site Lease and the Indenture. The Trustee does not warrant the accuracy of any of the recitals hereto. This Assignment Agreement shall not impose any duties, obligations or responsibilities upon the Authority or the County beyond those expressly provided in the Lease, the Site Lease and the Indenture or as otherwise set forth herein.

**Section 5. Further Assurances.** The Authority will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Trustee the rights and obligations intended to be conveyed pursuant hereto.

**Section 6. Counterparts.** This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**Section 7. Law Governing.** This Assignment Agreement is made in the State of California under the Constitution and laws of the State of California and is to be so construed.

**Section 8. Notices.** All notices under this Assignment Agreement shall be in accordance with Section 9.13 of the Original Indenture.

**Section 9. Binding Effect; Successors.** This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Assignment Agreement any party is named or referred to, such reference shall be deemed to include such party's successors and assigns and all covenants and agreements contained in this Assignment Agreement by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment Agreement as of the date first above written.

SANTA CRUZ COUNTY CAPITAL FINANCING  
AUTHORITY

By \_\_\_\_\_  
Elissa Benson  
Assistant Executive Director

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Trustee

By \_\_\_\_\_  
Fanny Chen  
Vice President

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 SANTA CRUZ )

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

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

WITNESS my hand and official seal.

[Seal]

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SANTA CRUZ )

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

\_\_\_\_\_ [Seal]

## **EXHIBIT A**

### **DESCRIPTION OF THE LEASED PROPERTY**

The real property and improvements located at 2380 Portola Drive, Santa Cruz; 7695 Soquel Drive, Aptos; 2250 Soquel Avenue, Santa Cruz; 150 Westridge Drive, Watsonville, and 9835 Newell Creek Road, Ben Lomond, in the County of Santa Cruz, described as follows:

**For Informational purposes only the following parcels cover 150 WESTRIDGE DR WATSONVILLE, CA 95076 APN: 018-401-41**

#### **PARCEL A-1**

PARCEL 4 AS SHOWN UPON THAT CERTAIN PARCEL MAP OF LANDS OF NMSBPCSLDHB FILED FOR RECORD NOVEMBER 25, 2019, IN VOLUME 64 OF PARCEL MAPS, PAGE 3, SANTA CRUZ COUNTY RECORDS.

#### **PARCEL A-2:**

BEING AN EASEMENT 12.5 FEET IN WIDTH, MEASURED AT RIGHT ANGLES, FOR INGRESS AND EGRESS THE NORTHERN BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A STATION ON THE WESTERLY BOUNDARY OF WESTRIDGE DRIVE AT THE MOST NORTHERN CORNER OF PARCEL "D" AS SHOWN ON THE MAP ENTITLED, "TRACT NO. 1133, WESTRIDGE BUSINESS PARK", RECORDED IN VOLUME 73 OF MAPS, AT PAGE 65, SANTA CRUZ COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERN BOUNDARY OF WESTRIDGE DRIVE NORTH 14° 46' 23" WEST 9.85 FEET; THENCE NORTHERLY CURVING TO THE RIGHT WITH A RADIUS OF 673 FEET, THROUGH A CENTRAL ANGLE OF 0° 35' 33", AN ARC DISTANCE OF 6.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WESTERN BOUNDARY OF WESTRIDGE DRIVE, (1) SOUTH 75° 19' 31" WEST 435.97 FEET TO THE WESTERN BOUNDARY OF THE ABOVE MENTIONED WESTRIDGE BUSINESS PARK.

#### **PARCEL A-3**

EASEMENT FOR PARKING, LANDSCAPING, INGRESS, EGRESS AND UTILITIES AS THE SAME ARE SHOWN IN THAT CERTAIN DEED TO WESTRIDGE OWNERS ASSOCIATION, A NON-PROFIT CORPORATION, RECORDED NOVEMBER 15, 1988, IN BOOK 4416, PAGE 786, OFFICIAL RECORDS, SANTA CRUZ COUNTY RECORDS.

#### **PARCEL A-4**

AN EASEMENT FOR RECIPROCAL INGRESS, EGRESS, SANITARY SEWER, SURFACE AND DRAINAGE EASEMENT PURPOSES OVER THE SOUTHERLY 12.5 FEET OF PARCEL B OF PARCEL MAP RECORDED DECEMBER 23, 1997 IN VOLUME 55 PAGE



11 OF PARCEL MAPS, SANTA CRUZ COUNTY RECORDS, AS THE SAME IS SHOWN ON SAID PARCEL MAP.

#### **PARCEL A-5**

EASEMENTS AND OTHER RIGHTS AS CONTAINED IN THOSE CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 2, 1987 IN BOOK 4120 PAGE 431 OF OFFICIAL RECORDS, SANTA CRUZ COUNTY RECORDS, AS A MODIFIED BY MODIFICATIONS RECORDED AUGUST 24, 1988 IN BOOK 4376 PAGE 716 OF OFFICIAL RECORDS AND JANUARY 4, 1991 IN BOOK 4778 PAGE 437 OF OFFICIAL RECORDS, AND MAY 13, 1994 IN BOOK 5506 PAGE 682 OF OFFICIAL RECORDS ALL IN SANTA CRUZ COUNTY RECORDS.

#### **PARCEL A-6**

EASEMENTS AND OTHER RIGHTS AS CONTAINED IN THAT CERTAIN INSTRUMENT ENTITLED "ADMINISTRATIVE COVENANTS RECORDED JUNE 1, 1999 AS INSTRUMENT NO. 1999-0038250 OF OFFICIAL RECORDS, SANTA CRUZ COUNTY RECORDS.

**For Informational purposes only the following parcels cover 7695 Soquel Drive, Aptos APN: 039-102-21**

#### **Parcel C-1**

Being a part of Lot 6, as the same is shown and designated on the map entitled, "Subdivision No. 1, Ledyard Acres, filed for record February 25, 1925 in Volume 18 at Page 58 of Maps, Santa Cruz County records, and more particularly described as follows:

Beginning at the common corner of Lots 4 and 5 as shown on said map on the Northeasterly line of the County highway leading from Watsonville to Santa Cruz; thence Northwesterly along the Northeasterly line of said highway, North 31° 53' West 62.02 feet to a point; thence curving to the left with a radius of 700 Feet, a distance of 12.98 Feet to a point; thence leaving said highway North 51° 04' East 130.35 feet to the most Westerly corner of lands conveyed to William D. Swan et ux, by deed recorded October 21, 1957 in Volume 1154, Page 217 Official records of Santa Cruz County: thence South 35° 50' East 82.43 feet to the Southeasterly boundary of Lot 6; thence South 54° 24' West 135.21 Feet to the place of beginning.

#### **Parcel C-2**

A right of way for the installation and maintenance of a water pipe line over a strip of land 5 Feet in width at right angles along the Southeasterly boundary of said Lot 5, the Southeasterly boundary of said right of way being the Northeasterly 130.0 Feet of the Southeasterly boundary of said Lot 5 as reserved in the deed to William D. Swan et ux, recorded October 21, 1957 in Volume 1154, Page 217 Official records of Santa Cruz County.

**For Informational purposes only the following parcels cover 7695 Soquel Drive, Aptos  
APN: 039-102-43**

**Parcel F-1**

BEING the same lands conveyed to H. Roy Cunliffe and Deorwyn Cunliffe, his wife, by deed dated September 6, 1957, recorded September 24, 1957, in Volume 1150 Official Records at Page 346, Santa Cruz County Records and more particularly bounded and described as follows:

Being a part of Lot 3, as shown upon the map entitled, "Subdivision No. 1, Ledyard Acres, being a part of Rodeo Rancho, Santa Cruz County, California," filed for record February 25, 1925 in Map Book 18 at Page 56, Santa Cruz County Records, and beginning on the Northeasterly line of the old Santa Cruz-Watsonville Highway at the Southern corner of land conveyed to H. H. Ledyard by deed dated September 25, 1956, and recorded October 16, 1956, in Volume 1098, Page 235, Official Records of Santa Cruz County; thence along the Northeasterly line of said Highway, South  $31^{\circ} 53'$  East 78.52 feet to a point of curve, and Easterly on a curve to the left with a radius of 20.00 Feet for a distance of 36.95 Feet to a point on the Northwesterly line of Ledyard Way; thence along said Northwesterly line, North  $42^{\circ} 15'$  East 136.53 Feet to the southern corner of land conveyed to William Medina by deed dated February 25, 1957, and recorded March 6, 1957 in Volume 1119, Page 485, Official Records of Santa Cruz County; thence along the Southwesterly line of said land of Medina, North  $35^{\circ} 50'$  West 77.13 feet to the Eastern corner of said land of Ledyard; thence along the Southeasterly line of said land of Ledyard, South  $51^{\circ} 54' 30''$  West 152.28 feet to the point of beginning.

**Parcel F-2**

Being the same lands conveyed to H. Roy Cunliffe and Deorwyn Cunliffe, his wife, by deed dated October 10, 1957, recorded November 1, 1957, in Volume 1156 Official Records at Page 163 Santa Cruz County Records and more particularly bounded and described as follows:

BEING a part of Lot 3 as shown upon the Map entitled "Subdivision No. 1 Ledyard Acres, being a part of Aptos Rancho, Santa Cruz County, California," filed for record in the Office of the County Recorder of said Santa Cruz County February 25, 1925, in Map Book 18, Map 56, Santa Cruz County Records, and beginning at a station on the Northeastern side of the old Santa Cruz-Watsonville Highway at the Southeastern corner of Lot 4 of said Ledyard Acres Subdivision No. 1; thence from said point of beginning, Easterly along the Northeastern side of said Highway South  $31^{\circ} 53'$  East a distance of 85.0 Feet to a station; thence leaving the Northeastern side of said Highway, North  $51^{\circ} 54' 30''$  East a distance of 152.28 Feet to a station; thence North  $35^{\circ} 50'$  West a distance of 78.0 Feet to a station in the Southeastern boundary of Lot 4, hereinabove mentioned and thence along the Southeastern boundary of said Lot 4, South  $54^{\circ} 29'$  West a distance of 146.31 Feet to the point of beginning.

Together with a right of way 5 Feet in width for utilities, including water pipe lines, the Northwest line of which is the Northwest line of the above mentioned Lot 3, as granted by William Median to H. H. Ledyard by deed recorded October 29, 1957, in Volume 1155 at Page 354 Official Records of Santa Cruz County.

EXCEPTING from Parcels one and two above all of that land conveyed to the County of Santa Cruz, by Deed dated November 20, 1964, recorded December 28, 1964, in Volume 1666 Official Records at page 182, Santa Cruz County Records and being more particularly bounded and described as follows:

BEING a part of Lot 3 of Ledyard Acres Subdivision No. 1, filed for record February 25, 1925 in Volume 18 of Maps at Page 56 Office of Recorder Santa Cruz County and Beginning at a 1/2 inch pipe set on the Northwestern boundary of said Lot 3, from which another 1/2 inch pipe set on the Northerly boundary of Soquel Drive and the Southwest corner of Lot 4 as delineated on said map, bears North 35° 25' 30" West 160.25 Feet distant; thence from said point of beginning South 31° 50' 20" East 50.34 Feet distant to a 1/2 inch pipe; thence South 37° 33' East 100.50 Feet distant to a 1/2 inch pipe; thence South 87° 36' 35" East 30.67 Feet distant to a 1/2 inch pipe; thence North 42° 19' 50" East 115.06 Feet distant to a 1/2 inch pipe; thence South 35° 45' 10" East 10.22 Feet distant to a pipe found on the Northeasterly corner of said Lot 3; thence South 42° 19' 50" West 136.53 Feet distant to a pipe found at the beginning of a curve to the right; thence along the curve having a radius of 20.00 Feet, through an angle of 105° 50' an arc distance of 36.95 Feet to a pipe found on the Northerly side of Soquel Drive; thence along the said side line of Soquel Drive North 31° 50' 20" West 163.52 feet distant to a station on the Westerly boundary line of said Lot 3; thence along the Westerly boundary of said Lot 3 North 54° 31' 40" East 10.02 feet to the said point of beginning.

All 1/2 inch pipes referred to in this description are tagged L.S. 2362 unless noted otherwise.

### **Parcel F-3**

Beginning at the common corner of Lots 4 and 5 as shown on said Map on the Northeasterly line of the County Highway leading from Watsonville to Santa Cruz; thence North 54° 24' East 135.21 feet to the most Southerly corner of lands conveyed to William D. Swan, et ux, by Deed recorded October 21, 1957, in Volume 1154, Page 217, Official Records of Santa Cruz County; thence South 35° 50' East 79.93 feet to a point; thence South 54° 26' West 140.72 feet to the Northeasterly line of said Highway; thence Northwesterly along the Northeasterly line said Highway North 31° 53' West 80 feet to the place of beginning.

Together with a right of way for the installation and maintenance of a waterpipe over a strip of land 5 feet in width at right angles along the Southeasterly boundary of said Lot 5, the Southeasterly boundary of said right of way being the Southeasterly boundary of said Lot 5 as reserved in the Deed to William D. Swan, et ux, recorded October 21, 1957 in Volume 1154, Page 217 Official Records of Santa Cruz County.

Also together with a right of way for the installation and maintenance of a waterpipe line, described as follows:

Beginning at a point on the Southeasterly line of Lot 5 and At the most Southerly corner of above mentioned lands of said William D. Swan, et ux; thence South 54° 24' West 5 feet to a point; thence North 36° 50' West 5 feet to a point; thence North 54° 24' East 5 feet more or less

to the Southerly boundary of said lands of William D. Swan, et ux; thence South 35° 50' East 5 feet more or less to the place of beginning.

#### **Parcel F-4**

Beginning at the common corner of Lots 3 and 4 as shown on said Map on the Northeasterly line of the County Highway leading from Watsonville to Santa Cruz; thence North 54° 29' East 146.31 feet to the most Westerly corner of lands conveyed to William Medina, by Deed recorded March 6, 1957, in Volume 1119, Page 485 Official Records of Santa Cruz County; thence North 35° 50' West 79.89 feet to a point; thence South 54° 26' West 140.72 feet to the Northeasterly line of said Highway; thence Southeasterly along the Northeasterly line of said Highway, South 31° 53' East 80 feet to the place of beginning.

Together with a right of way 5 feet in width for utilities, including water pipe lines, the Northwest line of which is the Northeast 130 feet of the Northwest line of Lot 3 as granted by William Medina to H. H. Ledyard by Deed recorded October 29, 1957, in Volume 1155, Page 354, Official Records of Santa Cruz County.

Also, together with a right of way 5 feet in width for utilities, including water pipe lines, the Northwest line of which is the Northeasterly 5 feet of the Northwesterly boundary of lands conveyed to H. Roy Cunliffe, et ux, by Deed recorded November 1, 1957, in Volume 1156, Page 163, Official Records of Santa Cruz County.

Excepting from parcels one and two above all of that land conveyed to the County of Santa Cruz, by deed dated November 20, 1964, recorded December 21, 1964, in Volume 1665 at Page 92 Official Records of Santa Cruz County and being more particularly bounded and described as follows:

Being a part of Lot 4 of Ledyard Acres Subdivision No. 1 filed for record February 25, 1925, Volume 18 at Page 56 of Maps in the Office of the Santa Cruz County Recorder and beginning at a 1/2 inch pipe tagged L.S. 2362 set at the most westerly corner of Lot 4 and the Northerly side line of Soquel Drive, said corner being a common corner of Lots 4 and 5 of said Map, and from which an iron pipe bears North 31° 50' 20" West a distance of 62.02 feet; thence along the Southwesterly line of said Lot 4 South 31° 50' 20" East a distance of 160 feet to the most Southerly corner of said Lot 4; thence leaving said Southwesterly line North 54° 31' 40" East along the Southeasterly line of said Lot 4 a distance of 10.02 feet to a 1/2 inch pipe L.S. 2362; thence leaving said Southeasterly line of Lot 4 and along a line North 35° 25' 30" West 160.25 feet to the point of beginning. Containing 800 square feet, more or less.

**For Informational purposes only the following parcel covers a portion of 2250 Soquel Ave, Santa Cruz APN: (PORTION OF) 026-011-06**

#### **Parcel D:**

BEING a portion of the lands of the County of Santa Cruz, as described in Official Document #2011-0024806, Santa Cruz County Records and more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe, tagged LS 1941 located on the Westerly side of Capitola Road Extension as shown on that map filed in Volume 63 of Maps, at Page 2, Santa Cruz County Records;

1. thence along the Southerly line of said lands of the County of Santa Cruz, South 89°41'05" East, a distance of 214.66 feet;
2. thence leave said Southerly line, North 03°00'41" West, a distance of 177.98 feet, more or less to a point of curvature on the Southerly side of Soquel Drive having a radius of 2950 feet and a tangent bearing of North 60°44'54" East;
3. thence along the Southerly side of Soquel Drive along said non-tangent curve to the right, through an angle of 02°57'32", an arc length of 152.34 feet;
4. thence continuing along the Southerly side of Soquel Drive, North 63°46'00" East, a distance of 40.59 feet, to a tangent curve to the right having a radius of 15.00 feet;
5. thence along said curve to the right, through an angle of 109°19'30", an arc length of 28.61 feet;
6. thence along the Westerly side of Capitola Road Extension, South 06°58'00" East, a distance of 258.11 feet, to the POINT OF BEGINNING.

**For Informational purposes only the following parcel covers 2380 Portola Drive, Santa Cruz APN: 028-421-01**

**Parcel E**

Being Parcel 1 as shown on the Assessor's Map filed July, 1996 in Volume 28 of Assessor's Maps at Page 42, Santa Cruz County Assessor's Office; and

Being Parcel 31 as shown on the Tract Map filed October 2, 1911 in Volume 19 of Maps at Page 9, Santa Cruz County Records.

APN: 028-421-01, 039-102-21, 039-102-43, 026-011-06, 018-401-41

**[For Informational purposes only the following parcel covers 9835 Newell Creek Road, Ben Lomond, CA 95005 APNs: 076-241-05 and 076-261-02 & -03**

**Parcel F**

SITUATE in the Southeast ¼ of Section 4, Township 10 South, Range 2 West, Mount Diablo Base & Meridian (MDB&M) in the County of Santa Cruz, State of California

BEING an area over a portion of the lands of the County of Santa Cruz as described in Volume 4226, at Page 421, Official Records of the County of Santa Cruz, and more particularly described as follows:

BEGINNING at a point on the northerly  $\frac{1}{4}$  section line of Section 4, from which a found  $\frac{1}{2}$  inch iron pipe, no tag, located at the northeast  $\frac{1}{4}$  corner of the Southeast  $\frac{1}{4}$  of Section 4, bears South  $88^{\circ} 24' 19''$  East, a distance of 145.97 feet;

thence leaving said  $\frac{1}{4}$  section line along the following courses:

1. North  $09^{\circ} 24' 32''$  West, a distance of 49.95 feet;
2. North  $37^{\circ} 09' 37''$  West, a distance of 143.45 feet;
3. North  $06^{\circ} 10' 25''$  East, a distance of 21.51 feet;
4. North  $39^{\circ} 18' 57''$  East, a distance of 27.95 feet;
5. North  $67^{\circ} 55' 28''$  East, a distance of 41.66 feet;
6. North  $52^{\circ} 42' 44''$  East, a distance of 44.30 feet;
7. North  $40^{\circ} 33' 39''$  East, a distance of 61.09 feet;
8. North  $22^{\circ} 30' 35''$  East, a distance of 59.91 feet;
9. North  $01^{\circ} 00' 36''$  West, a distance of 126.61 feet;
10. North  $09^{\circ} 39' 45''$  West, a distance of 44.77 feet;
11. North  $17^{\circ} 53' 22''$  East, a distance of 73.07 feet;
12. North  $11^{\circ} 13' 44''$  East, a distance of 33.09 feet;
13. North  $01^{\circ} 14' 46''$  West, a distance of 52.90 feet;
14. North  $18^{\circ} 07' 36''$  West, a distance of 93.21 feet;
15. North  $38^{\circ} 52' 11''$  West, a distance of 81.75 feet;
16. North  $02^{\circ} 07' 15''$  West, a distance of 118.07 feet;
17. North  $45^{\circ} 52' 41''$  West, a distance of 286.92 feet;
18. North  $56^{\circ} 19' 32''$  West, a distance of 47.52 feet;
19. North  $70^{\circ} 18' 22''$  West, a distance of 200.66 feet;
20. North  $76^{\circ} 12' 09''$  West, a distance of 55.83 feet;
21. North  $45^{\circ} 01' 01''$  West, a distance of 63.42 feet;
22. North  $10^{\circ} 49' 53''$  West, a distance of 66.73 feet;
23. North  $00^{\circ} 56' 23''$  East, a distance of 204.51 feet;
24. North  $23^{\circ} 51' 59''$  West, a distance of 31.28 feet;
25. South  $88^{\circ} 18' 34''$  East, a distance of 27.61 feet;
26. North  $00^{\circ} 56' 26''$  East, a distance of 50.00 feet;
27. North  $88^{\circ} 18' 34''$  West, a distance of 50.87 feet;
28. North  $11^{\circ} 09' 40''$  West, a distance of 64.53 feet;
29. North  $32^{\circ} 45' 01''$  East, a distance of 60.92 feet;
30. North  $71^{\circ} 34' 30''$  East, a distance of 72.37 feet;
31. South  $83^{\circ} 09' 19''$  East, a distance of 79.89 feet;
32. South  $54^{\circ} 02' 07''$  East, a distance of 255.85 feet;
33. South  $00^{\circ} 56' 26''$  West, a distance of 38.74 feet;
34. South  $88^{\circ} 18' 34''$  East, a distance of 25.00 feet;
35. North  $00^{\circ} 56' 26''$  East, a distance of 21.55 feet;
36. South  $54^{\circ} 02' 07''$  East, a distance of 108.85 feet;

37. South 36° 23' 41" East, a distance of 41.40 feet;  
38. South 14° 55' 57" East, a distance of 55.59 feet;  
39. South 02° 14' 27" West, a distance of 66.35 feet;  
40. South 27° 11' 38" West, a distance of 26.44 feet;  
41. South 33° 42' 20" West, a distance of 66.61 feet;  
42. South 22° 12' 54" West, a distance of 39.11 feet;  
43. South 03° 38' 00" East, a distance of 41.13 feet;  
44. South 30° 03' 05" East, a distance of 128.83 feet;  
45. South 38° 50' 45" East, a distance of 37.75 feet;  
46. South 44° 32' 32" East, a distance of 110.04 feet;  
47. South 37° 35' 44" East, a distance of 63.73 feet;  
48. South 26° 34' 43" East, a distance of 72.22 feet;  
49. South 13° 09' 03" East, a distance of 71.08 feet;  
50. South 03° 48' 19" East, a distance of 318.44 feet;  
51. South 00° 56' 26" West, a distance of 73.15 feet;  
52. South 13° 01' 55" West, a distance of 99.75 feet;  
53. South 20° 21' 20" West, a distance of 27.40 feet;  
54. North 00° 56' 26" East, a distance of 159.76 feet;  
55. North 88° 18' 34" West, a distance of 50.00 feet;  
56. South 00° 56' 26" West, a distance of 100.01 feet;  
57. South 88° 18' 34" East, a distance of 25.00 feet;  
58. South 00° 56' 26" West, a distance of 100.01 feet;  
59. South 42° 42' 54" West, a distance of 94.66 feet;  
60. South 28° 25' 33" West, a distance of 39.50 feet;  
61. South 00° 44' 47" West, a distance of 36.75 feet;  
62. South 24° 10' 00" East, a distance of 74.51 feet;  
63. South 66° 23' 33" East, a distance of 23.55 feet;  
64. South 47° 33' 07" West, a distance of 87.07 feet, to the POINT OF BEGINNING  
and CONTAINING approximately 329,328 s.f. (7.56 acres), more or less.]

(End of Legal Description)