

MINUTE ITEM

34. APPLICATION FOR AGREEMENT LOCATING ORDINARY LOW-WATER MARK, AGREEMENT FOR THE EXCHANGE OF LANDS AND FOR PERMIT TO DREDGE AND FILL SUBMERGED LANDS - HUNTINGTON HARBOUR CORPORATION, HUNTINGTON BEACH, CALIFORNIA - W.O. 3763, P.R.C. 2686.1 (A), (B), (C).

In connection with Calendar Item 37 attached, a map was presented to the Commissioners, showing the area under discussion. During the discussion, it was brought out that purchasers of lots in the proposed subdivision would have to enter through the Naval Reservation to reach their property. Commissioner Anderson raised a question as to what would happen if the Navy found it necessary to restrict such access.

Richard T. Hanna, representing the Huntington Harbour Corporation, stated that he had discussed with both the Federal Government and the State the possibilities for meeting the problems of making access available. Mr. Hanna also submitted to the Commission a certified copy of a resolution of the Board of Supervisors of Orange County, dated December 7, 1960, approving in principle the proposed channel improvement in the Sunset Bay area, and a certified copy of Resolution No. 1443 of the City Council of the City of Huntington Beach, declaring its favor and approval of the development of the Sunset Beach area of Orange County by Huntington Harbour Corporation in the manner proposed.

Commissioner Anderson asked if project approval were given, whether this could be construed as State approval of the subdivision. The Executive Officer suggested that the Commission indicate in the record that the current approval is not to be construed as approving the project as such, but constitutes only approval of the proposed land exchange and the ultimate dredging of the 400-foot channel, pursuant to a finding that the project will be to the interest of the State for the improvement of navigation and for aid in reclamation and in flood control.

Mr. John Wingate, a landowner in Sunset Beach, stated that he wished to go on record as asking who was responsible for the parallel channel, if there should be a change in flow through the area and resulting sanding up of the area. In reply, Mr. Robert Krueger, attorney for the Huntington Harbour Corporation, indicated that his company intended to maintain the existing routes of ingress and egress to the proposed channel, and called on the company's engineer, Mr. John G. Moffatt, to answer any engineering questions. Mr. Moffatt pointed out that the channel referred to by Mr. Wingate lies outside the boundary of the proposed development, but that if there was any effect therefrom, it should be beneficial, because water coming into the channel would be changed oftener.

Subject to specific recognition that the State Lands Commission is not endorsing the subject project or proposed land subdivision, and in consideration of the fact that the U. S. Army Corps of Engineers has reported that the project would be an aid to navigation,

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, THE FOLLOWING RESOLUTION WAS ADOPTED:

THE COMMISSION:

1. FINDS AND DETERMINES THE PROPOSED EXCHANGE OF 23.3 ACRES OF STATE LANDS LYING IN THE BEDS OF SLOUGHS IN SUNSET BAY, ORANGE COUNTY, FOR 61.3 ACRES OF LANDS OWNED BY HUNTINGTON HARBOUR CORPORATION TO BE IN THE BEST INTERESTS OF THE STATE FOR THE IMPROVEMENT OF NAVIGATION, FOR AID IN RECLAMATION, AND FOR FLOOD CONTROL PROTECTION.
2. AUTHORIZES THE EXECUTIVE OFFICER:
 - A. TO EXECUTE AN AGREEMENT AS TO THE LOCATION OF THE ORDINARY LOW-WATER MARK (IN THE FORM OF EXHIBIT 1 ATTACHED).
 - B. TO EXECUTE AN AGREEMENT (IN THE FORM OF EXHIBIT 2 HEREOF) FOR THE EXCHANGE OF LANDS WITH HUNTINGTON HARBOUR CORPORATION, SUBJECT TO DETERMINATION BY THE OFFICE OF THE ATTORNEY GENERAL THAT HUNTINGTON HARBOUR CORPORATION IS ABLE TO FURNISH THE STATE MARKETABLE TITLE.
 - C. TO ISSUE A PERMIT TO HUNTINGTON HARBOUR CORPORATION, FOR THE DREDGING AND FILLING OF 26.3 ACRES OF STATE-OWNED LANDS (AS SET FORTH IN THE DESCRIPTION TO BE INCORPORATED IN EXHIBIT 1 ATTACHED HERETO) LYING BETWEEN THE LINES OF ORDINARY LOW WATER OF A NATURAL WATERWAY BOUNDED BY PROPERTY OWNED BY THE PERMITTEE. THE PERMIT IS TO BE FOR A PRIMARY TERM OF FIVE YEARS WITH PROVISION FOR EXTENSION FOR AN ADDITIONAL YEAR. THE PERMITTEE IS TO BE REQUIRED TO PROVIDE A SURETY BOND IN THE AMOUNT OF \$360,000 TO GUARANTEE RESTORATION OF THE AREA DESCRIBED IF THE PROPOSED EXCHANGE AUTHORIZED HEREIN IS NOT COMPLETED WITHIN THE TIME LIMIT STIPULATED.

Attachment
Calendar Item 37 (18 pages)

CALENDAR ITEM

37.

APPLICATION FOR AGREEMENT LOCATING ORDINARY LOW-WATER MARK, AGREEMENT FOR THE EXCHANGE OF LANDS AND FOR PERMIT TO DREDGE AND FILL SUBMERGED LANDS - HUNTINGTON HARBOUR CORPORATION, HUNTINGTON BEACH, CALIFORNIA - W.O. 3763.

An application has been received from Huntington Harbour Corporation, incorporated in the State of Delaware and qualified to do business in the State of California, for an agreement to exchange approximately 61.3 acres of privately owned land, located in the bed of a proposed navigable waterway, for approximately 23.3 acres of State-owned land, lying in the bed of an existing waterway which is to be filled in accordance with planned reclamation and development of approximately 820 acres of marsh lands recently annexed to the City of Huntington Beach, located southeasterly of the Los Alamitos Naval Reservation and northeasterly of Sunset Beach in Orange County.

Fill material for the reclamation of the State lands to be transferred is to be obtained in part from the dredging of an artificial channel 400 feet wide and 7,000 feet long to a depth of minus 10 feet below mean lower low water. This channel will become State property. Plans for the development of the reclaimed lands as a residential marina at an estimated cost of \$100,000,000 provide for about 1,500 waterfront home sites, apartment sites, shopping centers and recreational areas.

Authority for the exchange is contained in Section 6307 of the Public Resources Code. In the opinion of the staff, the proposed exchange is in the best interests of the State for the improvement of navigation and in aid of reclamation. In this transaction the State would convey fee title to the 23.3 acres after they are filled, but would retain ownership of the underlying mineral rights, and the applicant would convey to the State fee title to its 61.3 acres after they are dredged, excluding the mineral rights which were withheld by applicant's grantor. The exchange is to be consummated at or prior to the time of expiration of a permit to dredge and fill, or any extension or renewal thereof.

The staff has established the fair market value by appraisal of the 23.3-acre parcel at \$93,000 and the value of the 61.3-acre parcel at \$245,000.

A permit for dredging and filling the State lands has been requested for an initial term of five years with provision for extension for an additional year. A surety bond in the amount of \$360,000 is to be required, to guarantee the restoration of the State's existing waterways if the exchange is not completed within the time limit stipulated.

Drafts of the proposed State Patent, the Corporation Grant Deed, and the Certification by the Executive Officer to the Agreement to Exchange have been attached to this report to establish a record as to the conditions of the proposed exchange. These documents have been reviewed and approved as to form by the office of the Attorney General.

CALENDAR ITEM 37. (CONTD.)

To establish the property boundaries of the area in the present waterway claimed by the State, and that portion of the upland property to be transferred to the State by the applicant, an agreement as to the location of the Ordinary Low-Water Mark has been prepared as authorized by Sections 6357 and 6301 of the Public Resources Code. This agreement is necessary to define the boundaries of the State-owned lands which became obscured as a result of filling and other artificial processes. Of the total of 26.3 acres claimed for the State in the subject Agreement, 23.3 acres will be conveyed to Huntington Harbour Corporation for filling under the exchange agreement and 3.0 acres will continue to be submerged lands in the new channel. The legal description of the 26.3 acres is under review by the staff engineers. This agreement also has been reviewed and approved as to form by the office of the Attorney General.

The U. S. Army Corps of Engineers has reported that the necessary approval for the project as an aid to navigation will be issued.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND AND DETERMINE THE PROPOSED EXCHANGE OF 23.3 ACRES OF STATE LANDS LYING IN THE BEDS OF SLOUGHS IN SUNSET BAY, ORANGE COUNTY, FOR 61.3 ACRES OF LANDS OWNED BY HUNTINGTON HARBOUR CORPORATION TO BE IN THE BEST INTERESTS OF THE STATE FOR THE IMPROVEMENT OF NAVIGATION, FOR AID IN RECLAMATION, AND FOR FLOOD CONTROL PROTECTION.
2. AUTHORIZE THE EXECUTIVE OFFICER:
 - A. TO EXECUTE AN AGREEMENT AS TO THE LOCATION OF THE ORDINARY LOW-WATER MARK (IN THE FORM OF EXHIBIT 1 ATTACHED).
 - B. TO EXECUTE AN AGREEMENT (IN THE FORM OF EXHIBIT 2 HEREOF) FOR THE EXCHANGE OF LANDS WITH HUNTINGTON HARBOUR CORPORATION, SUBJECT TO DETERMINATION BY THE OFFICE OF THE ATTORNEY GENERAL THAT HUNTINGTON HARBOUR CORPORATION IS ABLE TO FURNISH THE STATE MARKETABLE TITLE.
 - C. TO ISSUE A PERMIT TO HUNTINGTON HARBOUR CORPORATION, FOR THE DREDGING AND FILLING OF 26.3 ACRES OF STATE-OWNED LANDS (AS SET FORTH IN THE DESCRIPTION TO BE INCORPORATED IN EXHIBIT 1 ATTACHED HERETO) LYING BETWEEN THE LINES OF ORDINARY LOW WATER OF A NATURAL WATERWAY BOUNDED BY PROPERTY OWNED BY THE PERMITTEE. THE PERMIT IS TO BE FOR A PRIMARY TERM OF FIVE YEARS WITH PROVISION FOR EXTENSION FOR AN ADDITIONAL YEAR. THE PERMITTEE IS TO BE REQUIRED TO PROVIDE A SURETY BOND IN THE AMOUNT OF \$360,000 TO GUARANTEE RESTORATION OF THE AREA DESCRIBED IF THE PROPOSED EXCHANGE AUTHORIZED HEREIN IS NOT COMPLETED WITHIN THE TIME LIMIT STIPULATED.

Attachments

Exhibits 1 through 5

EXHIBIT 1

AGREEMENT ARBITRATING AND STIPULATING
ORDINARY LOW-WATER MARK AND
INTERESTS IN REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 196____, by and between

THE STATE OF CALIFORNIA
(hereinafter referred to as "the State")

and

HUNTINGTON HARBOUR CORPORATION,
a Delaware corporation
(hereinafter referred to as "Huntington")

W I T N E S S E T H:

WHEREAS, the State, acting through the State Lands Commission, is authorized by Section 6357 of the Public Resources Code to establish by arbitration the ordinary low-water mark of any of the swamp, overflowed, marsh, tide, or submerged lands of the State, whenever it is deemed expedient or necessary; and

WHEREAS, the State, acting through the State Lands Commission, pursuant to Section 6301 of the Public Resources Code, is authorized by virtue of its sovereignty and its inherent powers over tide and submerged lands to stipulate and agree with private persons and corporations as to the boundary line between such lands and privately-owned lands; and

WHEREAS, Huntington is the record owner of that certain real property (hereinafter referred to as "said property") covered by and described in that certain patent from the State of California to R. J. Northam, dated January 6, 1903 and recorded April 4, 1903 in Book 1, Page 205 of Patents, Official Records, Orange County, California (hereinafter referred to as "said patent"); and

WHEREAS, the State claims an interest in certain portions of said property by virtue of the fact that the same were below the ordinary low-water mark at the time of said patent; and

WHEREAS, the ordinary low-water mark as it existed in its last natural state and at the time of said patent has been obliterated as a result of filling and other artificial processes and/or a combination of natural and artificial processes; and

WHEREAS, the parties hereto consider it expedient and necessary and in the best interests of the State and the public thereof to permanently fix and describe the ordinary low-water mark of waters on and in said property and to permanently fix and describe the boundary line between the portions of said property owned by Huntington and those portions of said property claimed by the State and forever set at rest any and all questions relating to the location of said boundary line or the State's interest in said property;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The true and correct ordinary low-water mark of waters of the State in and upon said property and the true and correct boundary line between the portions of said property owned by Huntington and those portions claimed by the State is, and was in its last natural state and at the time of said patent as follows:

(SEE DESCRIPTIONS IN EXHIBITS 3 AND 4.)

2. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Attest: HUNTINGTON HARBOUR CORPORATION

Assistant Secretary By _____
President

IN APPROVAL WHEREOF, I, STATE OF CALIFORNIA, through
STATE LANDS COMMISSION
EDMUND G. BROWN By _____
F. J. Hortig,
Executive Officer

Governor of the State of California have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this, the _____ day of _____ in the year of our Lord one thousand nine hundred and _____.

Governor of State Attest: _____
Secretary of State

6606

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 196____,
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared L. W. DOUGLAS, JR., known to me to
be the President, and GEORGE POTTER, JR., known to me to be the
Assistant Secretary of HUNTINGTON HARBOUR CORPORATION, the corpora-
tion that executed the within instrument, known to me to be the
persons who executed the within instrument on behalf of the corpora-
tion therein named and acknowledged to me that such corporation
executed the within instrument pursuant to its By-Laws or a resolu-
tion of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 196____,
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared F. J. HORTIG, known to me to be the
Executive Officer of the State Lands Commission of the State of
California, the agency that executed the within instrument, known
to me to be the person who executed the within instrument on behalf
of said agency therein named, and acknowledged to me that said
agency executed the within instrument pursuant to the laws of the
State of California and a resolution of the State Lands Commission
of the State of California.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

EXHIBIT 2

AGREEMENT FOR THE EXCHANGE OF LANDS
IN THE SUNSET BEACH AREA,
ORANGE COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into this _____ day
of _____, 196__, by and between

THE STATE OF CALIFORNIA
(hereinafter referred to as "the State")

and

HUNTINGTON HARBOUR CORPORATION,
a Delaware corporation
(hereinafter referred to as "Huntington")

W I T N E S S E T H:

WHEREAS, Huntington on November 17, 1960, filed with the State Lands Commission of the State of California (hereinafter referred to as "the Commission") an application for a permit to dredge and fill certain lands owned of record by Huntington in the County of Orange in which the State has or claims an interest; and

WHEREAS, the Commission has found that such dredging and filling in the manner proposed by Huntington will create a channel containing approximately 6¹/₄ acres of land (hereinafter referred to as "channel lands") covered by navigable waters suitable for small boat navigation and fishing by the public and that the same will be in furtherance of the purposes of commerce, navigation and fishery; and

WHEREAS, such dredging and filling as aforesaid will involve the use by Huntington of approximately 26.28 acres of lands in which the State has or claims ownership (hereinafter referred to as "state lands"); and

WHEREAS, the Commission has found that the value of said state lands is less than the value of said channel lands; and

WHEREAS, the Commission has found that it is prudent, expedient and in the best interests of the State and its public that the State receive from Huntington all of Huntington's right, title and interest in and to channel lands and convey to Huntington in consideration therefor all of the State's right, title and interest in and to said state lands and release the same from the State's easement or trust for the purposes of fishery, navigation and commerce; and

WHEREAS, in furtherance of such intent the State and Huntington have agreed to an exchange of lands pursuant to Section 6307 of the Public Resources Code after the completion of said dredging and filling;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The State hereby promises and agrees to transfer and convey to Huntington all of its right, title and interest in and to those certain lands described in the patent appended hereto as Exhibit A, subject to the terms and conditions thereof, except as such terms and conditions may be modified as provided in paragraph 2 hereof; and Huntington hereby promises and agrees to transfer and convey to the State all of its right, title and interest in and to those certain lands described in the Corporation Grant Deed appended hereto as Exhibit B, subject to the terms and conditions thereof. From and after the date of execution and delivery of the documents appended hereto as Exhibits A and B, the State shall not have or claim any interest in the lands described in Exhibit A hereto, whether for the purposes of fishery, navigation and commerce, or otherwise.

2. It is hereby understood that the Commission shall determine the size and location of the surface area or areas of said state lands required for all purposes reasonably extending to the mining and removal of minerals, as provided in Section 6401 of the Public Resources Code. If such area or areas are found to comprise less than all of the surface of said state lands, the reservation of said surface rights, as set forth in the patent appended hereto as Exhibit A shall be limited and reduced accordingly.

3. The agreement of the parties as set forth in paragraph 1 hereof is conditioned upon and shall be performed at such time as Huntington shall have completed the dredging and filling operations described in said application, in accordance with the permit issued by the Commission pursuant thereto and shall have provided convenient access to all navigable waters upon or to be created upon the said lands by means of a public road or roads or otherwise.

4. The exchange provided for in paragraph 1 hereof is to be without monetary consideration and each party is to pay its own recording and title insurance fees and expenses.

5. The term of this agreement shall be so long as any permit issued by the Commission pursuant to said application, or any extension or amendment thereof, shall remain in force and effect. If upon expiration of any such permit or any extension or renewal thereof the dredging and filling operations described in said application shall not have been completed, (a) this agreement shall terminate and neither party shall have any rights to receive the conveyances herein provided for, and (b) if requested by the Commission in writing within six months from the date of such expiration, Huntington shall restore said state lands to their present condition, so far as can reasonably be done, and in any event to a condition

whereunder their present utility for the public purposes of commerce, navigation and fishery will not be impaired, as expeditiously as practicable.

6. This agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By _____
F. J. Hortig,
Executive Officer

HUNTINGTON HARBOUR CORPORATION

By _____
President

Attest: _____
Assistant Secretary

STATE OF CALIFORNIA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, the Legislature of the State of California has provided for the exchange of lands belonging to the State by virtue of her sovereignty for the purposes of the improvement of navigation, aid in reclamation, and for flood control protection, on navigable rivers, sloughs, streams, lakes, bays, estuaries, inlets, or straits by the enactment of Chapter 433, Statutes of 1949; and

WHEREAS, it appears by the Certificate of the Executive Officer of the State Lands Commission No. _____ bearing date the _____ day of _____, 196_, issued in accordance with the provisions of law, that full payment has been made to the State for the same through the medium of an exchange of other lands of equal or greater value for which a deed has been delivered to the State of California and that the

HUNTINGTON HARBOUR CORPORATION

is entitled to receive a patent therefor;

NOW, THEREFORE, the State of California hereby grants to the said

HUNTINGTON HARBOUR CORPORATION

all of the right, title and interest of the State of California in and to the following described lands:

(SEE DESCRIPTIONS IN EXHIBITS 3, 4, AND 5. THE AREA TO BE CONVEYED IS THE SUM OF THE AREAS OF PARCELS I AND II, EXCEPTING AND EXCLUDING THOSE AREAS OF STATE LAND INCLUDED IN PARCEL III.)

FURTHER EXCEPTING AND RESERVING to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits contained in said lands, together with the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals from said lands and together with the right to occupy and use so much of the surface of said lands as may be required therefor, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part 1, Division 6 of the Public Resources Code; and

FURTHER EXCEPTING AND RESERVING in the people the absolute right to fish thereupon as provided by Section 25 of Article I of the Constitution of the State of California.

IN TESTIMONY WHEREOF, I,

EDMUND G. BROWN

Attest:

Secretary of State

Countersigned:

Executive Officer
State Lands Commission

Governor of the State of California,
have caused these letters to be made
Patent, and the Seal of the State of
California to be hereunto affixed.
Given under my hand at the City of
Sacramento, this, the _____ day of
_____, in the year of our Lord
one thousand nine hundred and _____

Governor of State

CORPORATION GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HUNTINGTON HARBOUR CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware, does hereby grant to the State of California all of the right, title and interest of Huntington Harbour Corporation in and to the following described lands:

(SEE DESCRIPTION IN EXHIBIT 5.)

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and assistant secretary thereunto duly authorized.

DATED: _____

HUNTINGTON HARBOUR CORPORATION

ATTEST:

Assistant Secretary

By _____
President

EXHIBIT B

6614

STATE OF CALIFORNIA
STATE LANDS COMMISSION
STATE LANDS DIVISION
Los Angeles

CERTIFICATE NO. _____

I, F. J. HORTIG, Executive Officer of the State Lands Commission, hereby certify that full payment has been made to the State for the following described sovereign land by delivery of a deed for other lands the value of which are equal to or greater than the value of the lands herein described:

(SEE DESCRIPTIONS IN EXHIBITS 3, 4, AND 5. THE AREA TO BE CONVEYED IS THE SUM OF THE AREAS OF PARCELS I AND II, EXCEPTING AND EXCLUDING THOSE AREAS OF STATE LAND INCLUDED IN PARCEL III.)

HUNTINGTON HARBOUR CORPORATION

having fully complied with the laws of the State relating thereto, is entitled to receive a Patent for the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and af-

fix the seal of the State Lands Commission, this _____ day
of _____, 196__.

Los Angeles County

Executive Officer,
State Lands Commission

EXHIBIT 3

Parcel I
(Submerged Land)

Those portions of Fractional Section Nineteen, Section Twenty, Fractional Section Twenty-nine, and Fractional Section Thirty, all in Township Five South, Range Eleven West, S.B.B. & M., in the County of Orange, State of California, described as follows:

Beginning at the intersection of the North line of said Fractional Section Nineteen, said North line being the center line, or its westerly prolongation, of Smeltzer Avenue, as described in a deed recorded December 4, 1924 in Book 552, page 259 of Deeds, records of Orange County, with the Southwesterly prolongation of the compromise boundary line between Rancho Los Alamitos and Rancho Las Bolsa Chica; per instrument recorded in Book 115, page 284, records of Los Angeles County, California; thence Southwesterly along the said Southwesterly prolongation approximately 1438 feet to the true point of beginning of Parcel I which bears North 50° 42' 31" East 1,738.78 feet from an iron pipe at the intersection of the Southwesterly line of the 20-foot Pacific Electric Right-of-Way and the Northwesterly line of Anderson Street at the Southeast end of the Surfside Colony, Orange County; thence, from the afore-

mentioned true point of beginning,
S 66° 13' 05" E, 64.48 ft.; N 79° 41' 43" E, 100.62 ft.; N 62° 16' 28" E, 242.89 ft.;
N 79° 27' 7" E, 147.49 ft.; S 79° 30' 31" E, 137.30 ft.; S 57° 11' 36" E, 143.96 ft.;
S 40° 36' 04" E, 101.41 ft.; S 24° 8' 44" E, 127.13 ft.; S 18° 10' 54" E, 214.72 ft.;
South, 143.00 ft.; S 23° 16' 44" E, 93.62 ft.; S 45° 50' 15" E, 83.45 ft.;
S 73° 23' 08" E, 129.40 ft.; N 82° 32' 45" E, 107.91 ft.; S 74° 32' 07" E, 48.76 ft.;
S 50° 16' 04" E, 100.13 ft.; S 37° 24' 19" E, 128.41 ft.; S 19° 23' 52" E, 225.82 ft.;
S 8° 54' 54" E, 51.62 ft.; S 7° 35' 40" E, 90.80 ft.; S 37° 34' 07" E, 65.61 ft.;
S 77° 30' 20" E, 180.27 ft.; S 48° 30' 13" E, 69.43 ft.; S 42° 58' 43" E, 60.14 ft.;
S 81° 24' 59" E, 53.60 ft.; N 50° 31' 39" E, 66.07 ft.; N 47° 29' 22" E, 32.56 ft.;
N 75° 15' 23" E, 39.29 ft.; S 55° 10' 32" W, 56.04 ft.; S 45° 00' 00" W, 7.07 ft.;
S 42° 38' 48" W, 51.66 ft.; S 62° 31' 32" W, 56.36 ft.; N 68° 48' 21" W, 52.55 ft.;
N 47° 26' 12" W, 133.06 ft.; N 81° 26' 53" W, 134.50 ft.; S 75° 57' 50" W, 49.48 ft.;
S 39° 48' 21" W, 62.48 ft.; S 23° 50' 19" W, 188.04 ft.; S 23° 52' 31" W, 66.71 ft.;
South, 82.00 ft.; S 29° 27' 23" E, 221.65 ft.; S 22° 58' 36" E, 135.77 ft.;
S 69° 42' 09" E, 77.83 ft.; S 76° 36' 27" E, 107.94 ft.; S 79° 16' 36" W, 37.65 ft.;
N 83° 14' 02" W, 59.41 ft.; S 49° 38' 08" W, 26.25 ft.; S 21° 23' 26" E, 233.05 ft.;
S 47° 41' 02" E, 90.61 ft.; S 78° 41' 24" E, 71.39 ft.; N 78° 34' 22" E, 95.90 ft.;
N 63° 26' 06" E, 248.20 ft.; N 73° 57' 36" E, 83.24 ft.; N 62° 11' 55" E, 52.18 ft.;
N 28° 14' 15" E, 61.29 ft.;
N 8° 57' 22" W, 38.48 ft.; N 18° 26' 06" E, 31.62 ft.; East,
12.00 ft.; S 13° 23' 33" W, 43.17 ft.; S 20° 13' 30" E, 40.50 ft.;
S 80° 13' 03" E, 58.86 ft.; East, 103.00 ft.; East,
10.00 ft.; S 67° 54' 46" E, 71.47 ft.; S 47° 43' 35" E, 59.47 ft.;
S 44° 16' 29" E, 55.87 ft.; S 21° 29' 08" E, 101.02 ft.; S 16° 23' 22" W,
70.88 ft.; S 32° 30' 43" W, 107.91 ft.; S 17° 51' 01" E, 61.98 ft.;
N 59° 2' 11" W, 52.48 ft.; S 37° 9' 38" W, 197.00 ft.; S 30° 39' 03" W,
156.92 ft.; S 5° 6' 08" W, 56.22 ft.; S 39° 48' 20" E, 78.10 ft.;
S 75° 44' 08" E, 243.51 ft.; S 41° 31' 12" E, 209.69 ft.; S 16° 15' 05" E,
257.28 ft.; S 30° 29' 28" E, 106.04 ft.; S 59° 50' 06" E, 135.33 ft.;
S 75° 57' 50" E, 57.72 ft.; S 74° 20' 30" E, 137.09 ft.; S 59° 38' 31" E,
243.37 ft.; S 81° 3' 02" E, 128.57 ft.; N 53° 14' 46" E, 18.60 ft.;

Parcel I (Cont'd)

N 50° 31' 39" E, 44.04 ft.; N 22° 11' 04" E, 111.23 ft.; N 42° 22' 12" E,
200.32 ft.; N 6° 56' 28" W, 115.85 ft.; N 12° 17' 18" E, 103.37 ft.;
N 57° 33' 27" E, 152.86 ft.; N 28° 45' 26" E, 93.54 ft.; North,
90.00 ft.; N 17° 8' 44" W, 196.74 ft.; N 6° 31' 11" W, 105.68 ft.
N 19° 51' 19" E, 76.55 ft.; N 51° 10' 13" E, 52.63 ft.; S 36° 52' 12" W,
50.00 ft.; S 17° 52' 43" W, 65.15 ft.; S 4° 40' 01" E, 98.33 ft.;
S 17° 42' 20" E, 223.59 ft.; S 3° 37' 17" W, 79.16 ft.; S 20° 43' 32" W,
79.12 ft.; S 51° 14' 31" W, 182.10 ft.; S 15° 42' 31" W, 66.48 ft.;
S 5° 2' 33" E, 136.53 ft.; S 45° 0' 00" W, 186.68 ft.; S 21° 43' 47" W,
148.56 ft.; S 43° 21' 48" E, 24.76 ft.; East, 95.00 ft.;
N 64° 9' 04" E, 178.90 ft.; S 76° 2' 30" E, 178.26 ft.; N 77° 06' 08" E,
116.93 ft.; N 51° 36' 10" E, 172.26 ft.; S 78° 47' 57" E, 102.95 ft.;
S 41° 56' 29" E, 185.53 ft.; S 18° 29' 51" E, 286.82 ft.; S 5° 17' 49" W,
151.65 ft.; S 14° 47' 48" W, 109.64 ft.; S 32° 28' 16" E, 143.42 ft.;
East, 37.00 ft.; S 37° 16' 41" E, 163.44 ft.; S 7° 55' 37" E,
151.52 ft.; S 7° 54' 25" W, 109.04 ft.; S 27° 39' 48" W, 140.00 ft.;
S 68° 37' 46" W, 172.89 ft.; West, 100.00 ft.; N 51° 49' 17" W,
63.53 ft.; S 77° 13' 44" E, 75.90 ft.; N 01° 17' 04" E, 222.29 ft.;
N 58° 25' 33" E, 112.68 ft.; N 31° 21' 48" E, 122.97 ft.; N 5° 15' 45" E,
152.64 ft.; N 24° 58' 08" E, 144.51 ft.; N 43° 55' 11" W, 266.63 ft.;
N 14° 2' 10" W, 148.43 ft.; N 5° 0' 47" E, 114.44 ft.; N 14° 24' 44" E,
184.82 ft.; N 29° 1' 53" E, 239.03 ft.; N 79° 14' 57" W, 80.41 ft.;
S 52° 30' 53" W, 167.61 ft.; S 71° 33' 54" W, 98.03 ft.; N 74° 16' 45" W,
170.25 ft.; S 86° 4' 54" W, 73.17 ft.; S 54° 27' 44" W, 94.63 ft.;
S 84° 44' 03" W, 217.92 ft.; S 85° 14' 11" W, 96.83 ft.; N 71° 40' 52" W,
155.90 ft.; N 53° 26' 06" W, 188.00 ft.; N 73° 21' 18" W, 101.24 ft.;
N 70° 43' 40" W, 151.49 ft.; N 57° 6' 38" W, 178.63 ft.; N 38° 34' 36" W,
107.43 ft.; N 19° 57' 37" W, 213.85 ft.; N 43° 7' 20" W, 172.63 ft.;
N 71° 44' 14" W, 105.30 ft.; N 56° 44' 06" W, 149.50 ft.; N 55° 02' 31" W,
94.05 ft.; S 87° 8' 15" W, 40.05 ft.; S 10° 53' 08" W, 79.43 ft.;
S 36° 15' 14" W, 111.61 ft.; S 60° 2' 22" W, 66.85 ft.; S 81° 15' 14" W,
131.53 ft.; S 29° 36' 16" W, 101.21 ft.; S 10° 34' 42" E, 92.57 ft.;
S 23° 16' 04" W, 108.83 ft.; S 66° 35' 46" W, 246.01 ft.; N 57° 12' 57" E,
140.36 ft.; N 24° 06' 08" E, 85.26 ft.; N 11° 33' 36" W, 69.82 ft.;
N 20° 16' 55" E, 147.12 ft.; N 80° 32' 16" E, 233.82 ft.; N 53° 10' 32" E,
58.60 ft.; N 24° 1' 35" E, 90.87 ft.; N 30° 45' 00" E, 275.77 ft.;
N 40° 41' 02" E, 300.57 ft.; N 23° 43' 13" E, 144.18 ft.; N 34° 55' 51" E,
76.84 ft.; N 78° 24' 01" W, 193.96 ft.; S 52° 47' 01" W, 99.20 ft.;
S 62° 44' 07" W, 146.25 ft.; S 32° 0' 10" W, 47.17 ft.; S 68° 37' 46" W,
246.98 ft.; S 82° 46' 32" W, 71.57 ft.; N 67° 1' 38" W, 99.92 ft.;
N 49° 43' 41" W, 94.37 ft.; N 28° 19' 30" W, 160.18 ft.; N 83° 2' 25" W,
145.73 ft.; N 70° 31' 47" W, 362.22 ft.; N 19° 53' 44" W, 111.67 ft.;
North, 118.00 ft.; N 13° 37' 37" E, 101.87 ft.; N 16° 41' 58" E,
31.32 ft.; N 17° 18' 31" E, 225.20 ft.; N 4° 9' 05" E, 124.33 ft.;
N 9° 27' 44" W, 85.16 ft.; N 9° 37' 11" W, 59.84 ft.; N 22° 29' 47" W,
107.15 ft.; N 38° 34' 35" W, 107.45 ft.; N 68° 11' 55" W, 53.85 ft.;
N 86° 41' 30" W, 173.29 ft.; N 78° 41' 24" W, 158.07 ft.; S 70° 58' 28" W,
30.68 ft.; S 77° 11' 45" W, 22.56 ft.; S 87° 42' 34" W, 75.06 ft.;
S 66° 2' 15" W, 98.49 ft.; N 86° 54' 21" W, 37.05 ft.; N 40° 21' 53" W,
52.50 ft.; N 4° 51' 11" W, 106.38 ft.; S 25° 36' 08" E, 106.45 ft.;
S 67° 33' 26" E, 49.77 ft.; N 61° 55' 39" E, 119.00 ft.; N 66° 2' 15" E,
9.85 ft.; N 26° 12' 41" W, 72.45 ft.; N 6° 48' 15" W, 354.50 ft.;

Parcel 1 (7 Acres)

N 46° 50' 52" W, 21.93 ft.; West, 16.00 ft.; S 34° 17' 13" W, 26.63 ft.; S 23° 5' 06" W, 66.31 ft.; S 34° 9' 35" W, 67.68 ft.; S 41° 20' 52" W, 66.60 ft.; S 13° 37' 37" W, 33.96 ft.; South, 25.00 ft.; S 25° 33' 36" W, 25.50 ft.; N 7° 31' 26" W, 53.46 ft.; N 16° 8' 40" E, 39.56 ft.; N 36° 4' 34" E, 26.61 ft.; N 25° 38' 28" E, 110.92 ft.; North, 51.00 ft.; N 14° 22' 12" W, 124.91 ft.; N 37° 34' 05" W, 62.80 ft.; N 65° 43' 32" W, 55.95 ft.; S 83° 45' 29" W, 64.38 ft.; S 17° 25' 34" W, 140.77 ft.; S 78° 53' 29" W, 223.16 ft.; S 71° 24' 16" W, 225.79 ft.; thence, S 77° 57' 46" W, 278.11 ft., more or less, to an intersection with said compromise boundary line between Rancho Los Alamitos and Rancho Las Bolsas Chico; thence Northeasterly along said compromise boundary line to the true point of beginning.

The foregoing description embraces 25.5 acres more or less.

The basis of bearings for the foregoing description from the point of beginning to the true point of beginning is that certain course in the deed to Loma Land and Water Company recorded December 7, 1908 in Book 100, Page 202 of Deeds Records of the County of Orange, State of California recited in said deed as North 49° East 42.77 chains, more or less.

The basis of bearings for the foregoing described parcel from true point of beginning to the intersection of the last course, recited in the above description as S 77° 57' 46" W, 278.11 ft.; with said compromise line is the California Coordinate System, Zone 6.

EXHIBIT 4Parcel II
(Submerged Land)

Those portions of Fractional Section Nineteen in Township Five South, Range Eleven West, S.B.B. & M., in the County of Orange, State of California, described as follows:

Beginning at the intersection of the North line of said Fractional Section Nineteen, said North line being the center line, or its westerly prolongation, of Smetzer Avenue, as described in a deed recorded December 4, 1924 in Book 552, page 259 of deeds, records of Orange County, with the Southwesterly prolongation of the compromise boundary line between Rancho Los Alamitos and Rancho Las Bolsas Chico; per instrument recorded in Book 115, page 284, records of Los Angeles County, California; thence Southwesterly along the said Southwesterly prolongation 194.95 feet, more or less, to the most westerly corner of the land described in the deed to Lomita Land and Water Company, recorded December 7, 1908 in Book 160, page 282 of Deeds; thence South 16° 30' 00" East approximately 378 feet along the westerly line of said land of Lomita Land and Water Company to the true point of beginning of Parcel II which bears N 68° 34' 31" E, 1180.26 ft. from an iron pipe at the intersection of the Southwesterly line of the 50-foot Pacific Electric Right-of-Way and the Northwesterly line of Anderson Street at the Southeast end of the Surfside Colony, Orange County; thence from the aforementioned true point of beginning,
 S 72° 38' 45" E, 50.29 ft.; S 43° 18' 45" E, 144.31 ft.; S 35° 49' 19" E, 164.05 ft.;
 S 27° 19' 26" E, 135.07 ft.; S 56° 18' 36" E, 72.11 ft.; S 79° 21' 15" E, 135.93 ft.;
 S 58° 40' 17" E, 80.78 ft.; S 30° 57' 50" E, 81.63 ft.; South 90.00 ft.;
 S 8° 31' 51" W, 60.67 ft.; S 18° 46' 41" E, 52.81 ft.; S 54° 21' 37" E, 65.22 ft.;
 East 47.00 ft.; N 49° 53' 57" E, 49.68 ft.; N 19° 14' 58" E, 66.73 ft.;
 N 2° 56' 08" E, 117.15 ft.; N 14° 02' 01" E, 16.49 ft.; South 163.00 ft.;
 S 23° 03' 05" W, 51.08 ft.; S 52° 45' 55" W, 62.80 ft.; West 47.00 ft.;
 N 60° 29' 18" W, 60.90 ft.; N 32° 03' 08" W, 41.34 ft.; N 8° 35' 01" W, 55.60 ft.;
 N 2° 48' 57" E, 122.15 ft.; N 20° 33' 22" W, 51.26 ft.; N 49° 05' 08" W, 79.40 ft.;
 N 81° 52' 12" W, 70.71 ft.; N 72° 53' 31" W, 68.01 ft.; N 65° 35' 22" W, 60.42 ft.;
 N 49° 05' 08" W, 59.55 ft.; N 26° 33' 54" W, 96.15 ft.; N 41° 31' 00" W, 244.40 ft.;
 thence West 42.00 ft., more or less, to an intersection with said westerly line of said land of Lomita Land and Water Company, thence Northwesterly along said westerly line to the true point of beginning.

The foregoing description embraces 0.78 acres more or less.

The basis of bearings for the foregoing description from the point of beginning to the true point of beginning is that certain course in the deed to Lomita Land and Water Company recorded December 7, 1908 in Book 160, Page 282 of Deeds, Records of the County of Orange, State of California recited in said deed as North 10 1/2° East 42.77 Chains, more or less.

The basis of bearings for the foregoing described parcel from true point of beginning to the intersection of the last course, recited in the above description as N 00° 00' 00" W 42.00 ft., with said westerly line of said land of Lomita Land and Water Company is the California Coordinate System, Zone 6.

EXHIBIT 5

Parcel III

Those portions of Fractional Section Nineteen, Section Twenty, Fractional Section Twenty-nine, and Fractional Section Thirty, all in Township Five South, Range Eleven West, S.B.B. & M., in the County of Orange, State of California, described as follows:

A strip of land 400 feet in width, the center line being described as follows:

Beginning at the intersection of the North line of said Fractional Section Nineteen, said North line being the center line, or its Westerly prolongation, of Smeltzer Avenue, as described in a deed recorded December 4, 1904, in Book 552, page 259 of deeds, records of Orange County, with the Southwesterly prolongation of the compromise boundary line between Rancho Los Alamitos and Rancho Las Bajas (Citra); ~~the instrument~~ recorded in Book 117, page 284, records of Los Angeles County, California; thence Southwesterly along the said Southwesterly prolongation ~~1283.4 feet, more or less,~~ to the most westerly corner of the land described in the deed to Lomita Land and Water Company, recorded December 7, 1908 in Book 160, page 282 of Deeds; said westerly corner, which bears North $51^{\circ} 22' 35''$ East, 1283.4 feet from an iron pipe at the intersection of the Southwesterly line of the 50 foot Pacific Electric Right-of-Way and the Northwestly line of Anderson Street at the Southeast end of the Surfside Colony, Orange County, being the true point of beginning; thence South $61^{\circ} 00' 00''$ East 3070 feet; thence South $19^{\circ} 00' 00''$ East 3235 feet to an intersection with a line parallel with the Northernly line of Los Patos Avenue, 60 feet wide, as described in the deed to the County of Orange, recorded July 17, 1901 in Book 71, page 16 of Deeds; the side lines of said strip of land being lengthened or shortened so as to terminate at the Northwestly boundary of the said land conveyed to Lomita Land and Water Company, and to terminate at the south end at said parallel line, said parallel line passing through the southerly terminus of above described center line.

The foregoing description embraces 64.3 acres more or less.

The basis of bearings for the foregoing description is that certain course in the deed to Lomita Land and Water Company, recorded December 7, 1908 in Book 160, page 282 of Deeds, Records of the County of Orange, State of California, recited in said deed as North 49° East 42.74 chains, more or less.