

Recording requested by and when recorded mail to:

Conejo Recreation and Park District  
c/o Nossaman LLP  
777 South Figueroa Street, 34th Floor  
Los Angeles, California 90017  
Attention: Lolly Enriquez, Esq.

*This Document is recorded for the benefit of the Conejo Recreation and Park District and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103, 27383 and 27388.1 of the California Government Code.*

=====

**SITE LEASE**

by and between

the

**CONEJO RECREATION AND PARK DISTRICT,**

**as lessor**

and the

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY,**

**as lessee**

Dated as of June 1, 2026

=====

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
SECTION 1.	DEFINITIONS ..... 2
SECTION 2.	LEASE OF LEASED PROPERTY ..... 2
SECTION 3.	TERM ..... 2
SECTION 4.	RENTAL ..... 3
SECTION 5.	TITLE ..... 3
SECTION 6.	DEFAULT ..... 3
SECTION 7.	EMINENT DOMAIN ..... 4
SECTION 8.	RIGHT OF ENTRY ..... 4
SECTION 9.	SURRENDER OF PROPERTIES UPON TERMINATION ..... 4
SECTION 10.	QUIET ENJOYMENT BY THE AUTHORITY ..... 5
SECTION 11.	ASSIGNMENTS AND SUBLEASES..... 5
SECTION 12.	WAIVER OF PERSONAL LIABILITY ..... 5
SECTION 13.	TAXES..... 5
SECTION 14.	GOVERNING LAW..... 5
SECTION 15.	NOTICES..... 5
SECTION 16.	VALIDITY AND SEVERABILITY..... 5
SECTION 17.	PURPOSE OF LEASE ..... 6
SECTION 18.	WAIVER OF DEFAULT ..... 6
SECTION 19.	SECTION HEADINGS ..... 6
SECTION 20.	SUBSTITUTION OR RELEASE OF LEASED PROPERTY ..... 6
SECTION 21.	AMENDMENTS..... 7
SECTION 22.	EXECUTION ..... 7
EXHIBIT A	DESCRIPTION OF LEASED PROPERTY

## **SITE LEASE**

This Site Lease, dated as of June 1, 2026 (this "Site Lease"), is made by and between the CONEJO RECREATION AND PARK DISTRICT, a recreation and park district duly organized and existing under the laws of the State of California (the "District"), as lessor, and the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a joint powers authority duly formed and existing under the laws of the State of California (the "Authority"), as lessee.

### **RECITALS:**

A. Pursuant to Section 5786.1 of the California Public Resources Code, the District has the power to acquire any real or personal property within or outside the district, to hold, manage, occupy, dispose of, convey and encumber the property, and to create a leasehold interest in the property for the benefit of the District.

B. The Authority is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement, dated November 19, 2004, by and among the District, the Rancho Simi Recreation and Park District, and the Santa Monica Mountains Conservancy, and under the provisions of Articles 1 through 4 (commencing with Section 6500), Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Act").

C. Webster Public Finance Corporation, a Massachusetts corporation and wholly-owned subsidiary of Webster Lender, National Association (together with its successors and assigns, the "Lender"), has agreed to lend the District moneys to finance: (i) a portion of the cost of acquisition of certain real property (including the land and improvements thereon) known as "Fireworks Hill" located in the City of Thousand Oaks, California, and (ii) pay certain costs in connection with such financing.

D. The District and the Authority desire to enter into this Site Lease, whereby the Authority will lease certain real property from the District (the "Leased Property").

E. Pursuant to a Lease Agreement, dated as of even date herewith, and recorded with the Ventura County Recorder of Deeds concurrently herewith, by and between the District and the Authority, the Authority will lease the Leased Property back to the District.

F. Pursuant to an Assignment Agreement, dated as of even date herewith (the "Assignment Agreement"), and recorded with the Ventura County Recorder of Deeds concurrently herewith, by and between the Authority and the Lender, the Authority will assign without recourse all rights to receive Lease Payments under the Lease in exchange for the amount of the advance lease payment payable hereunder.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE

CONSIDERATION, THE RECEIPT AND SUFFICIENCY THEREOF ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

**SECTION 1. DEFINITIONS.**

Terms used and not otherwise defined herein but which are defined in the Lease shall have the meanings ascribed to them in the Lease. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Site Lease, have the meanings specified in this Section (the following definitions to be equally applicable to both the singular and plural forms of such defined terms):

“Commencement Date” means [June 30], 2026.

“Expiration Date” means July 1, 2046; provided, however, if on such date, the District is in default with respect to any Lease Payment or an abatement event has occurred such that all Lease Payments have not been made, then the Expiration Date shall be automatically extended to July 1, 2056.

“Leased Property” means the real property situated in the County of Ventura, State of California, as described in Exhibit A of this Site Lease, and incorporated herein by reference.

“Lease” means the Lease Agreement, dated as of June 1, 2026, with respect to the Leased Property, by and between the Authority, as lessor, and the District, as lessee, and as the same may be amended, supplemented or otherwise modified from time to time pursuant to the terms thereof.

“Lender” means Webster Public Finance Corporation, and its successors and permitted assigns.

“Site Lease” means this Site Lease, and as the same may be amended, supplemented or otherwise modified from time to time pursuant to the terms hereof.

**SECTION 2. LEASE OF LEASED PROPERTY.**

The District hereby leases the Leased Property to the Authority and the Authority hereby leases the Leased Property from the District, on the terms and conditions hereinafter set forth.

**SECTION 3. TERM.**

The term of this Site Lease shall commence, and the Authority shall become entitled to possession of the Leased Property, on the Commencement Date and shall end on the last day of the term of the Lease; which is the earliest of: (i) the Expiration Date; and (ii) the date on which the Lease Payments are paid (or prepaid) in full under the provisions of the Lease.

**SECTION 4.        RENTAL.**

The District acknowledges receipt from the Authority as and for rental hereunder the sum of \$[principal amount], to be paid on the Commencement Date. The Authority shall cause the amount required for such purpose to be provided from the Lender in accordance with the Assignment Agreement.

**SECTION 5.        TITLE.**

The District warrants and covenants that it is the fee owner of the Leased Property. In the event of a title defect in the Leased Property that impairs the right to use and occupy the Leased Property, the District covenants that it will exercise its condemnation powers to the extent permitted by law to obtain the necessary rights in the Leased Property to cure such defect and limitation of the right to use and occupancy. In accordance with the Lease, the District shall obtain one or more CLTA (or at the District's sole discretion, ALTA) policies of title insurance at the time of and dated as of the Commencement Date in an amount not less than [\$\_], payable to the Lender, insuring the respective interests of the District and the Authority in the Leased Property, and insuring the ownership of the leasehold interests created under this Site Lease and the Lease and the Lender's interests with respect to the Lease by virtue of the provisions of the Assignment Agreement, issued by a title insurance company qualified to do business in the State of California and acceptable to the Authority.

**SECTION 6.        DEFAULT.**

If -

(a) the Authority shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Authority, or

(b) the Authority's interest in this Site Lease or any part thereof is assigned or transferred without the written consent of the District, either voluntarily or by operation of law or otherwise, except as provided in Section 11 hereof, or

(c) any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency or similar law or any law providing for the appointment of a receiver, liquidator, trustee or similar official of the Authority or of all or substantially all of its assets is instituted by or with the consent of the Authority, or is instituted without its consent and is not permanently stayed or dismissed within 30 days, or

(d) the Authority offers to the Authority's creditors to effect a composition or extension of time to pay the Authority's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for readjustment of the Authority's debts, or

(e) the Authority shall make, in connection with any proceedings related to bankruptcy, insolvency, liquidation, winding up or similar events a general assignment or any assignment for the benefit of the Authority's creditors,

then the Authority shall be deemed to be in default hereunder and it shall be lawful for the District to exercise any and all rights and remedies available pursuant to law; provided, however, that: (i) no merger of this Site Lease and the Lease shall be deemed to occur as a result thereof and (ii) so long as any amounts are owed to the Lender in connection with the Lease, the District shall have no power to terminate this Site Lease by reason of any default on the part of the Authority.

Neither the District nor the Authority shall in any event be in default in the performance of any of its obligations hereunder or imposed by law unless and until the District or the Authority (as the case may be) shall have failed to perform such obligation within 30 days after notice by the Authority or the District (as the case may be) to the nonperforming party properly specifying wherein such party has failed to perform any such obligation. Notwithstanding the foregoing, so long as the Lease remains in effect, the District shall continue to pay the Lease Payments as and when due under the Lease to the Lender in accordance with the Assignment Agreement. So long as any such assignee or subtenant of the Authority shall duly perform the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment. In the event of the occurrence of an Event of Default under the Lease, the Authority may (i) exercise the remedies provided in the Lease, (ii) use the Leased Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein or under applicable law.

**SECTION 7.            EMINENT DOMAIN.**

If the whole or any part of the Leased Property, or any improvements thereon, shall be taken under the power of eminent domain, the interest of the Authority will be recognized in the aggregate amount of the then unpaid principal components of Lease Payments payable under the Lease and the balance of any condemnation award shall be applied as provided in Section 9 of the Lease.

**SECTION 8.            RIGHT OF ENTRY.**

The District and its assignees shall have the right to enter any of the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the District's or the Authority's rights or obligations under this Site Lease and (c) for all other lawful purposes.

**SECTION 9.            SURRENDER OF PROPERTIES UPON TERMINATION.**

The Authority agrees upon the termination of this Site Lease to quit and surrender the Leased Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and the Authority and the District agree that any permanent improvements and structures existing upon the Leased

Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall be vested in the District for no additional consideration.

**SECTION 10. QUIET ENJOYMENT BY THE AUTHORITY.**

The Authority shall at all times during the term of this Site Lease peaceably and quietly have, hold and enjoy the real property leased hereunder without suit, trouble or hindrance from the District, subject to the rights granted to the District under the Lease, and subject to the Authority's compliance with the terms and provisions hereof.

**SECTION 11. ASSIGNMENTS AND SUBLEASES.**

The parties understand that this Site Lease and the rights of the Authority hereunder (except the Authority's rights to indemnification and payment or reimbursement for any costs or expenses of the Authority hereunder) will be assigned to the Lender pursuant to the Assignment Agreement. Except as provided in the foregoing sentence, the Authority shall not assign, mortgage, hypothecate or otherwise encumber this Site Lease or any rights hereunder or the leasehold created hereby or otherwise, or sublet the Leased Property without the prior written consent of the District except as provided by the Lease.

**SECTION 12. WAIVER OF PERSONAL LIABILITY.**

All liabilities hereunder on the part of the Authority shall be solely liabilities of the Authority as a separate legal entity, and no member, officer or employee of the Authority shall at any time or under any circumstances be individually or personally liable hereunder for anything done or omitted to be done by the Authority under this Site Lease.

**SECTION 13. TAXES.**

The District shall be responsible for the payment of any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property.

**SECTION 14. GOVERNING LAW.**

This Site Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California.

**SECTION 15. NOTICES.**

Any notice, request, demand, or other communication under this Site Lease shall be governed by Section 24 of the Lease, which is hereby incorporated by reference.

**SECTION 16. VALIDITY AND SEVERABILITY.**

If for any reason this Site Lease shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the District or by the Authority, or if for any reason it is held by such a court that any of the covenants and conditions of the Authority hereunder is unenforceable for the full term hereof, then and in such event this Site Lease is and shall be deemed to be a lease from year to year and all of the rental and other terms, provisions and conditions of this Site Lease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

**SECTION 17. PURPOSE OF SITE LEASE.**

The Authority shall use the Leased Property solely for the purpose of leasing the Leased Property to the District pursuant to the Lease, and for such incidental purposes thereto; provided that in the event of default by the District under the Lease, the Authority and its assigns may exercise the remedies provided in the Lease.

**SECTION 18. WAIVER OF DEFAULT.**

Failure of the District to take advantage of any default on the part of the Authority shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Site Lease be construed to waive or to lessen the right of the District to insist upon performance by the Authority of any term, covenant or condition hereof, or to exercise any rights given the District on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, nor be construed to be, a waiver of any term, covenant or condition of this Site Lease.

**SECTION 19. SECTION HEADINGS.**

All section headings contained are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

**SECTION 20. SUBSTITUTION OR RELEASE OF LEASED PROPERTY.**

From time to time, the District may authorize the substitution of alternate real property for the Leased Property, the removal of real property from the Leased Property, or the addition of real property to the Leased Property in accordance with the provisions contained in the Lease. In connection therewith, the District and the Authority shall enter into a duly recorded amendment or supplement to this Site Lease and the description of the Leased Property under the Lease shall conform at all times to the description of the property leased hereunder.

**SECTION 21. AMENDMENTS.**

This Site Lease may not be amended unless such amendment is agreed upon in writing by the parties hereof; provided that, no such amendment shall materially affect the interests and rights of the Lender under the Lease unless: (i) there shall have been delivered to the Lender an opinion of Bond Counsel that such amendment will not adversely affect the tax-exempt status

with respect to the Lease, and (ii) the Lender shall have provided written consent. A substitution or release of any portion of the Leased Property under this Site Lease and the Lease, or an amendment to delete a portion of the Leased Property in connection with a partial prepayment of Lease Payments under the Lease from insurance or condemnation proceeds, shall not be considered as materially affecting the interests and rights of the Lender if such substitution, release or deletion complies with the provisions of the Lease. The Authority shall provide copies of all amendments to the Lender promptly after execution of any such amendment.

**SECTION 22.      EXECUTION.**

This Site Lease may be executed in any number of counterparts, each of which shall be deemed to an original, but all together shall constitute but one and the same instrument.

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

**CONEJO RECREATION AND PARK DISTRICT**

By: \_\_\_\_\_  
District Manager

Attest:

\_\_\_\_\_  
District Secretary

**MOUNTAINS RECREATION AND CONSERVATION  
AUTHORITY**

By: \_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Authority Secretary

## EXHIBIT A

### DESCRIPTION OF LEASED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS, TOGETHER WITH IMPROVEMENTS NOW HEREAFTER LOCATED THEREON:

APNs: 525-0-060-095 (Parcel B/2), and 525-0-053-115 (Parcel A/3)

Street Address: 403 West Hillcrest Drive, West Thousand Oaks, CA 91360

#### PARCEL B/2: APN 525-0-060-095 IS A PORTION OF PARCEL B/2.

THE LEGAL DESCRIPTION BELOW DESCRIBES THE ENTIRETY OF PARCEL B/2. SEE ATTACHED EXHIBIT THAT PORTION OF LOT 1 OF TRACT NO. 1630-2, AS PER MAP RECORDED IN BOOK 46, PAGE 37 OF MISCELLANEOUS RECORDS, AND A PORTION OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 19 WEST, J. EDWARDS TRACT NO. 1, MAP OF PARTITION SURVEY OF RANCHO EL CONEJO, RECORDED IN BOOK 1 PAGE 746 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER, IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY TERMINUS OF THE COURSE SHOWN AS "N 59° 11' 07" E 360.00 FEET" ON THE SOUTHEASTERLY LINE OF WEST MC CLOUD AVENUE (60 FEET WIDE); AS SHOWN ON THE MAP OF SAID TRACT NO. 1630-2; THENCE SOUTHWESTERLY ALONG SAID COURSE, SOUTH 59° 11' 07" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY LINE OF SAID WEST MC CLOUD AVENUE 1ST: SOUTH 44° 00' 51" EAST 638.68 FEET TO THE NORTHERLY TERMINUS OF THE COURSE SHOWN AS "N 27° 28' 41" W 430.00 FEET" ON THE WESTERLY BOUNDARY OF LOT 3 OF SAID TRACT NO. 1630-2; THENCE SOUTHERLY ALONG SAID COURSE 2ND: SOUTH 27° 28' 41" EAST 430.00 FEET; THENCE 3RD: SOUTH 45° 38' 46" EAST 104.23 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY OF LOT 3 4TH: SOUTH 56° 22' 02" WEST 460.00 FEET; THENCE 5TH: NORTH 34° 00' 00" WEST 220.00 FEET; THENCE 6TH: NORTH 21° 35' 00" WEST 280.00 FEET; THENCE 7TH: NORTH 1° 35' 00" WEST 275.00 FEET; THENCE 8TH: NORTH 4° 25' 00" EAST 90.00 FEET; THENCE 9TH: NORTH 77° 10' 00" WEST 185.00 FEET; THENCE 10TH: NORTH 12° 35' 00" EAST 95.00 FEET; THENCE 11TH: NORTH 29° 48' 53" WEST 168.23 FEET TO A POINT ON THE HEREBEFORE MENTIONED SOUTHWESTERLY LINE OF SAID WEST MC CLOUD AVENUE (60 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY LINE 12TH: NORTH 59° 11' 07" EAST 158.71 FEET TO THE TRUE POINT OF BEGINNING.

#### PARCEL A/3: APN: 525-0-053-115 IS A PORTION OF PARCEL A/3.

THE LEGAL DESCRIPTION BELOW DESCRIBES THE ENTIRETY OF PARCEL A/3. SEE ATTACHED EXHIBIT THAT PORTION OF LOT 1 OF TRACT NO. 1630-2, AS PER MAP RECORDED IN BOOK 46, PAGE 37 OF MISCELLANEOUS RECORDS, AND A PORTION OF SECTION 9, TOWNSHIP 1 NORTH,

RANGE 19 WEST, J. EDWARDS TRACT NO. 1, MAP OF PARTITION SURVEY OF RANCHO EL CONEJO, RECORDED IN BOOK 1 PAGE 746 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER, IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THE 4TH COURSE RECITED AS "SOUTH 56° 22' 01" WEST 460.00 FEET" IN PARCEL 1 IN THE DEED TO THE CITY OF THOUSAND OAKS, RECORDED APRIL 30, 1970 AS DOCUMENT NO. 20724, IN BOOK 3655 PAGE 597 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 BY THE FOLLOWING SIX COURSES 1ST: NORTH 34° 00' 00" WEST 220.00 FEET; THENCE 2ND: NORTH 21° 35' 00" WEST 280.00 FEET; THENCE 3RD: NORTH 1° 35' 00" WEST 275.00 FEET; THENCE 4TH: NORTH 4° 25' 00" EAST 90.00 FEET; THENCE 5TH: NORTH 77° 10' 00" WEST 185.00 FEET; THENCE 6TH: NORTH 12° 35' 00" EAST 95.00 FEET; THENCE 7TH: NORTH 29° 48' 53" WEST 168.23 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF WEST MC CLOUD AVENUE (60.00 FEET WIDE) AS SHOWN ON THE MAP OF SAID TRACT NO. 1630-2; SAID POINT BEARS SOUTH 59° 11' 07" WEST 198.71 FEET FROM THE NORTHEASTERLY TERMINUS OF THE COURSE SHOWN AS "N 59° 11'07" E 360.00 FEET" ON SAID MAP OF TRACT NO. 1630-2; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE 8TH: SOUTH 59° 11' 07" WEST 161.29 FEET TO THE BOUNDARY OF SAID TRACT NO. 1630-2; THENCE CONTINUING ALONG THE RIGHT OF WAY LINE OF WEST MC CLOUD AVENUE AND THE BOUNDARY OF SAID TRACT NO. 1630-2 9TH: SOUTH 59° 01' 07" WEST 90.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 470.00 FEET; THENCE 10TH: SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 35' 00" AN ARC LENGTH OF 250.88 FEET TO THE NORTHEASTERLY TERMINUS OF THE 24TH COURSE RECITED IN THE EASEMENT DEED TO THE COUNTY OF VENTURA RECORDED APRIL 13, 1965, AS DOCUMENT NO. 27307, IN BOOK 2769 PAGE 403 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID DOCUMENT NO. 27307 11TH: SOUTH 28° 36' 07" WEST 39.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 12TH: SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82° 00' 26" AN ARC LENGTH OF 35.78 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF VILLAGE LANE (84 FEET WIDE) AS SHOWN ON THE MAP OF SAID TRACT NO. 1630-2 BEING THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1042.00 FEET; THENCE 13TH: SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 41' 22" AN ARC LENGTH OF 594.50 FEET; THENCE ALONG A TANGENT 14TH: SOUTH 20° 42' 57" EAST 160.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 958.00 FEET; THENCE 15TH: SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 55' 01" AN ARC LENGTH OF 215.98 FEET; THENCE ALONG A TANGENT 16TH: SOUTH 33° 37' 58" EAST 120.00 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE OF VILLAGE LANE 17TH: NORTH 56° 22' 02" EAST 353.58 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE LANDS DESCRIBED IN DEED RECORDED MAY 23, 1972 AS DOCUMENT NO. 35170, IN BOOK 3959 PAGE 494, OF OFFICIAL RECORDS

