



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

**SMALL CRAFT HARBOR COMMISSION
AGENDA**

**September 14, 2011
10:00 A.M.**

**BURTON W. CHACE PARK COMMUNITY ROOM
13650 MINDANAO WAY
MARINA DEL REY, CA 90292**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Meeting of August 10, 2011

3. **COMMUNICATION FROM THE PUBLIC**

This is the opportunity for members of the public to address the Commission on items that are not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

4. **REGULAR REPORTS** (DISCUSS REPORTS)

- a. Marina Sheriff - August
 - Crime Statistics
 - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages
- b. Marina del Rey and Beach Special Events

5. **OLD BUSINESS**

- a. Update on Marketing Activities by Lessees (DISCUSS REPORT)

6. **NEW BUSINESS**

- a. Approval of Renewal of Option to Amend Lease Agreement to Facilitate Redevelopment for Holiday Marina (Parcel 21) (RECOMMEND TO BOARD OF SUPERVISORS)
- b. Approval of Renewal of Lease Option Agreement to Facilitate Redevelopment for Oceana Retirement Facility (Parcel OT) (RECOMMEND TO BOARD OF SUPERVISORS)

- c. Report on Recreational Opportunities for Small Boat and Personal Watercraft Users (DISCUSS REPORT)

7. **STAFF REPORTS** (DISCUSS REPORTS)

Ongoing Activities

- Board Actions on Items Relating to Marina del Rey
- Regional Planning Commission's Calendar
- Venice Pumping Plant Dual Force Main Project Update
- Oxford Basin Project Update
- Redevelopment Project Status Report
- Design Control Board Minutes
- Unlawful Detainer Actions
- Bike Access on Strip of Land between Ocean Front Walk and the Beach
- Marina Slip Vacancy Report

8. **ADJOURNMENT**

PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.
2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

Department of Beaches and Harbors Website Address: <http://marinadelrey.lacounty.gov>

Department of Beaches and Harbors
Administration Building
13837 Fiji Way
Marina del Rey, CA 90292

MdR Visitors & Information Center
4701 Admiralty Way
Marina del Rey, CA 90292

Burton Chace Park Community Room
13650 Mindanao Way
Marina del Rey, CA 90292

Lloyd Taber-Marina del Rey Library
4533 Admiralty Way
Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at <http://marinadelrey.lacounty.gov>

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9503.

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SMALL CRAFT HARBOR COMMISSION MINUTES

August 10, 2011 – 10:00 a.m.

Commissioners: Russ Lesser, Chair; Dennis Alfieri, Vice Chair; Allyn Rifkin, Commissioner. Absences excused for Commissioners Vanessa Delgado and David Lumian.

Department of Beaches and Harbors: Kerry Silverstrom, Chief Deputy Director; Gary Jones, Deputy Director; Charlotte Miyamoto, Chief of Asset Management Division; Catrina Love, Senior Marketing Analyst, Community and Marketing Services Division.

County: Thomas Faughnan, Principal Deputy County Counsel; Sergeant Michael Carriles, Sheriff Department; Allan Abramson, Section Head, Bike Path Unit, Department of Public Works,

Marina del Rey Convention and Visitors Bureau: Beverly Moore, Director.

Call to Order and Pledge of Allegiance:

Chair Lesser called the meeting to order at 10:05 a.m., followed by the Pledge of Allegiance.

Approval of Minutes:

Jon Nahhas commented on the lack of details in the July 13, 2011 SCHC meeting minutes.

Mr. Faughnan replied to Chair Lesser's request for comment and stated the minutes are not intended to be meeting transcripts. They are to reflect the actions taken in the meetings.

Chair Lesser further stated that the detailed information was available on the Department's web site via the audio recordings.

Motion to approve by Commissioner Alfieri, seconded by Chair Lesser, unanimously approved.

Item 7 (taken out of Agenda order)

Mr. Abramson gave a presentation on master bike path plan in Marina del Rey.

Chair Lesser inquired about the creation of access across the beach from Washington Boulevard to Via Marina.

Mr. Abramson responded that the route is not recommended due to the lack of connectivity. Commissioner Rifkin asked if having a bike path on Admiralty Way had been taken into consideration.

Mr. Abramson responded that an Admiralty Way bike path is not feasible due to the volume of traffic.

Commissioner Rifkin suggested Admiralty Way as an alternative bike path route for to Washington Boulevard.

Mr. Abramson responded to Commissioner Alfieri and described the various bike path classifications.

John Rizzo asked about a bike path on the beach south of the Venice Pier.

Mr. Abramson shared that the plan had not been finalized and that public comments and funding are considered when reviewing choices.

Jon Nahhas stated that the Washington Boulevard bike path was not a safe route and asked whether economic booms are associated with bike path development.

Chair Lesser agreed the bike path should be extended down to Via Marina along the beach.

Leslie Dutton spoke about pedestrian safety on bike paths, particularly for senior citizens.

Mr. Abramson responded the areas mentioned by Ms. Dutton were not part of the bike path and that anybody violating the laws are under the authority of local law enforcement.

Chair Lesser talked about the bike path and that it is intended strictly for bicycles and some cyclist behavior is in dangerous contravention to the law.

Commissioner Rifkin spoke about separate paths for cyclists and pedestrians and that the review should look into all possible alternatives.

Nancy Marino commented that the Marina bike path should extend to Via Marina and the mole roads.

Commissioner Rifkin spoke about the importance of safety and suggested that the Department work with the Department of Public Works and Sheriff to look into the issue more deeply.

Ms. Miyamoto stated that the bike path gap areas being discussed likely fall under the jurisdiction of the City of LA, and that the Department of Public Works is continuing to work with the City for beach access.

Chair Lesser shared that the proposed bike path along the beach was once part of the original plan.

Item 3 – Communication from the Public:

Jon Nahhas spoke about more recreational opportunities for personal watercraft and needing safe harbor anchorage.

Mr. Jones responded to Chair Lesser about safe anchorage opportunities in the Marina stating that Ms. Silverstrom will be providing an update on ordinance changes that relate to safe anchorage.

Chair Lesser talked about personal watercraft activities such as the popularity of stand up paddle boarding and requested the Department provide an update of available activities throughout the Marina.

Mr. Jones stated that a report would be provided for the next meeting.

Carla Andrus spoke about paddle board storage needs in the Marina and authorization for lease extensions and the length of leases.

Mr. Faughnan responded the County was authorized by the Government Code and provided an explanation that included a description of maximum ground lease terms being 99 years in California. Mr. Faughnan further explained that limitations of lease length to 60 years as called for in the original bonds are no longer in place as the bonds have been paid in full.

Nancy Marino talked about the coastal development permit, engineered blight, fair market pricing, non-operating restaurants, and, slip rents and vacancies.

Chair Lesser asked staff for comments on the master CDP.

Mr. Jones responded the Master CDP application had been presented to the Small Craft Harbor Commission and explained why it was compiled in a single application.

Item 4a - Sheriff Regular Reports

Sergeant Carilles spoke of staff coverage issues and Sergeant Easter will be available at the next meeting to answer any questions about crime statistics.

Vice Chair Alfieri talked about the residential burglary rate.

Chair Lesser said crime was still low in the Marina.

Sergeant Carilles provided the live-aboard report.

Vice Chair Alfieri asked about disposal of boats.

Sergeant Carilles explained the procedure.

Item 4b – Marina del Rey and Beach Special Events Report

Ms. Love provided the report.

Commissioner Rifkin asked if the Department had coordinated with the LA Business Journal on the photo essay about Marina del Rey published in the June issue.

Ms. Love responded that she will verify with the Department's press coordinator and provide a report at the next meeting.

Item 4c – Marina del Rey Convention and Visitors Bureau

Ms. Moore gave a presentation on Marina del Rey's tourism strategies and programs.

Item 5 – Election of Commission Officers

Jon Nahhas commented about working within the Small Craft Harbor Commission rules for elections.

Chair Lesser replied the old rules stated the Commission had the authority to extend the term of the Chair.

Mr. Faughnan added that the new rules have not yet been submitted to the Board of Supervisors for approval.

Chair Lesser moved for Commissioner Lumian as Chair, seconded by Commissioner Alfieri, unanimously approved.

Chair Lesser moved for Vice Chair Alfieri as Vice Chair, seconded by Commissioner Rifkin, unanimously approved.

Item 6a – Approval of Renewal of Option to Amend Lease Agreement for Parcel 10 and Approval of Renewal of Option to Lease Agreement for Parcel FF

Mr. Jones provided information on the item.

Ira Waldman urged the Commission to approve the item.

Commissioner Rifkin asked staff about the hotel permit for the adjacent parcel.

Mr. Jones explained that the hotel permit was not in connection with this project and provided brief information on the hotel permit relating to the other proposed project.

Carla Andrus talked about the bond, the length of the lease, and the Option on Parcel FF.

Mr. Faughnan explained about the bond issues.

Mr. Jones said the item presented was only for renewal of the options for the proposed project and that the land use changes will be before the Coastal Commission for consideration.

John Rizzo stated his opposition to the item.

Jon Nahhas asked if the County had collected fees to develop Parcel FF into a park.

Mr. Jones replied that no fee had been collected by the Department and again stated that the item presented was only for renewal of the options.

Jon Nahhas asked if there was a general plan to develop the parking lot into a park.

Chair Lesser said the project had been approved and further explained the purpose of the item.

Motion to approve by Vice Chair Alfieri, seconded by Commissioner Rifkin, unanimously approved.

Item 7a – Staff Report

Mr. Jones presented the slip vacancy report.

Chair Lesser spoke about slip occupancy in Channel Islands marina.

Commissioner Rifkin commented that the economic times are unprecedented and asked when a full study might be conducted again to account for changes in boater behavior.

Mr. Jones shared that the Department conducts an annual survey of marinas within a 60-mile radius and includes a market-rate comparison.

Carla Andrus talked about smaller boats.

Jon Nahhas talked about the availability of presentation materials in advance of Commission meetings and lessees taking slips off the market.

Chair Lesser said he understood why a lessee might keep some slips vacant with pending development taking place. He also felt that the current vacancy figures support needing to rent all available slips.

Mr. Jones said the County in the CDP application had made a proposal on protecting small boater access.

Chair Lesser spoke about slip pricing during this high vacancy period.

Chair Lesser asked staff for a report on lessee's marketing efforts to reduce slip vacancy.

John Rizzo commented on lessee's lack of slip marketing, maintenance, pricing and excessive developer profits.

Chair Lesser commented on the need for the replacing aging anchorages.

Mr. Jones pointed out the Dana Point Harbor slide should have referred to Dana Point East.

Dan Gottlieb commented the vacancy report submitted to the Coastal Commission in 2009 was false.

Chair Lesser asked staff to review the report and provide a report.

Mr. Jones responded to Commissioner Rifkin's question about the total number of slips in the Marina and said the Department used 4,761 slips in the report.

Ms. Silverstrom provided information on the changes made to the proposed County Ordinance revisions since last presented to the Commission.

Chair Lesser asked about what had changed on page 6 relating to the mooring of vessels.

Sergeant Carilles responded this is a new restriction because of navigation hazards, public hazard concerns, and Coast Guard restrictions.

Ms. Silverstrom pointed out the area on the map and explained the revisions to the Ordinance.

Chair Lesser asked why it takes so long for a boat to be removed from the beach.

Mr. Faughnan responded that they need to be put through a lien sale process.

Sergeant Carilles said that boats become a navigation hazard.

Ms. Silverstrom provided more information of the changes to the Ordinance.

Commissioner Rifkin commented that handicapped parking was not included in section K on page 13.

Ms. Silverstrom commented on the section.

Mr. Faughnan spoke about handicapped parking being governed by State Law.

Chair Lesser asked about the time frame for the revision to be submitted to the Board.

Ms. Silverstrom replied it would be presented to the Board on August 23, 2011, adopted a week later and become effective 30 days thereafter.

Vice Chair Alfieri suggested including handicapped privileges in the Ordinance.

Jon Nahhas talked about providing a safe harbor, parking fees and code enforcement.

Ms. Silverstrom gave feedback on safe harbor and parking lot issues.

Sergeant Carilles provided more details on safe harbor, posting red flag warnings and providing safe anchorage within the harbor.

Tom Faughnan responded that boaters are using the area around the harbor entrance as a permanent mooring.

Carla Andrus commented on overflow parking and camping in the parking lots.

Ms. Silverstrom stated there is no overnight camping in the parking lots.

Adjournment

Chair Lesser adjourned the meeting at 12:35 p.m.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES AUGUST 2011



	West Marina 2760	East Marina 2761	Lost R.D. 2762	Marina Water 2763	Upper Ladera 2764	County Area 2765	Lower Ladera 2766	Windsor Hills 2767	View Park 2768	TOTALS
Homicide										0
Rape	1									1
Robbery: Weapon		1				1		1	1	4
Robbery: Strong-Arm	1									1
Aggravated Assault									1	1
Burglary: Residence	1				4		5	2	5	17
Burglary: Other Structure	1					1	1		2	5
Grand Theft	5	3		2			4	1		15
Grand Theft Auto	3					1				4
Arson										0
Boat Theft										0
Vehicle Burglary	2	1					3	3	1	10
Boat Burglary	1									1
Petty Theft	4						3	5	1	13
REPORTING DISTRICTS TOTALS	19	5	0	2	4	3	16	12	11	72

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** September 01, 2011
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES - AUGUST 2011



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide	0	0
Rape	0	0
Robbery: Weapon	0	0
Robbery: Strong-Arm	0	0
Aggravated Assault	0	0
Burglary: Residence	4	5
Burglary: Other Structure	0	1
Grand Theft	0	4
Grand Theft Auto	0	0
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	0	3
Boat Burglary	0	0
Petty Theft	0	3
Total	4	16

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** September 01, 2011
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- AUGUST 2011



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
Part I Crimes		
Homicide	0	0
Rape	1	0
Robbery: Weapon	1	3
Robbery: Strong-Arm	1	0
Aggravated Assault	0	1
Burglary: Residence	1	16
Burglary: Other Structure	1	4
Grand Theft	10	5
Grand Theft Auto	3	1
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	3	7
Boat Burglary	1	0
Petty Theft	4	9
Total	26	46

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared –** September 01, 2011
CRIME INFORMATION REPORT - OPTION B



MARINA DEL REY HARBOR LIVEABOARD COMPLIANCE REPORT 2011



Liveaboard Permits Issued

	July	August
New permits Issued:	1	4
Renewal Issued:	29	16
<hr/>		
Total:	30	20
Notices to Comply Issued:	44	36

Totals:	July	August
<hr/>		
Liveaboard:	284	289
Current Permits:	189	192
Expired Permits:	67	69
No Permits:	28	28

Total reported vessels in Marina del Rey Harbor:

4690

Percentage of vessels that are registered liveaboards

6.16%

Number of currently impounded vessel:

10



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September 8, 2011



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

TO: Small Craft Harbor Commission

FROM: *Gary Jones*
For Santos H. Kreimann, Director

SUBJECT: **AGENDA ITEM 4b - MARINA DEL REY AND BEACH SPECIAL EVENTS**

MARINA DEL REY

DISCOVER MARINA DEL REY DAY 2011

Sponsored by the Los Angeles County Department of Beaches and Harbors
Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey ♦ CA ♦ 90292
Sunday, October 9
11:00 a.m. to 4:00 p.m.

Discover Marina del Rey Day 2011 is a community event that can be enjoyed free of charge by the public, featuring booths from various organizations on health, safety and the environment, plus water events, games, music, arts & crafts and children's marionette shows. Visitors who wish to access the popular inflatable games must pay \$5.00 for a wristband. Food and soft drinks are also available for purchase at the park's restaurant, Hornblower Café, throughout the day.

Event parking is available for \$8 in County Lots #77 and #4 located at 13560 and 13500 Mindanao Way respectively.

For more information call: Marina del Rey Visitors Center at (310) 305-9545

CALIFORNIA COASTAL CLEANUP DAY

13501 Fiji Way-Dock 52
Marina del Rey
September 17, 2011
9:00 a.m. – 12:00 p.m.

Join the Santa Monica Bay Restoration Foundation in Marina del Rey for L.A. County's only cleanup on kayaks. Come out and help clean the largest man-made pleasure craft harbor in the U.S. Bring your own gloves and a bag or bucket to collect trash. Identification is mandatory for use of kayaks! No ID, No Kayak! Parking is free on a first come, first serve basis at Dock 52. Volunteers can register online at <http://www.santamonicabay.org/>, or call Michelle Kearney at (213) 576-6648.

For more information contact: Michelle Kearney at mkearney@waterboards.ca.gov or (213) 576-6648

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

Sponsored by Pacific Ocean Management, LLC
All concerts from 2:00 p.m. - 5:00 p.m.

Saturday, September 10
Upstream, playing Reggae

Sunday, September 11
2 AZZ 1 Body & Soul Band, Smooth Jazz

Saturday, September 17
Dave Bertiz & The Crown City Bombers, playing Rock-a-billy

Sunday, September 18
The Elian Project, playing Latin Contemporary

Saturday, September 24
LA Cat, playing Reggae

Sunday, September 25
Hammer Smith, playing Rockin' Blues

For more information call: Pacific Ocean Management at (310) 822-6866

BEACH EVENTS

There are no beach events this month.

SHK:CML:cm

Marketing Efforts Report
September 2011

<u>Parcel Number</u>	<u>Name</u>	<u>August Slip Vacancy</u>	<u>Marketing Efforts</u>
21	Holiday Marina	38%	Print advertising and pays referrals to existing tenants for new leases
28	Mariners Bay	29%	Advertises routinely in Argonaut
42/43	Marina del Rey Hotel	36%	Print advertising and reciprocal privileges with their other marina properties
44/45	Pier 44	31%	Weekly ad in Argonaut, re-built website, discounts for longer leases
47	County Docks	41%	None
125	Marina Towers	20%	Social media, websites



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Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

September 8, 2011

To: Small Craft Harbor Commission

From: ^{Gary Jones}
for Santos H. Kreimann, Director

Subject: **ITEM 6a – APPROVAL OF RENEWAL OF OPTION TO AMEND
LEASE AGREEMENT TO FACILITATE REDEVELOPMENT –
HOLIDAY MARINA (Parcel 21 at 13900 Panay Way)**

Item 6a on your agenda pertains to the request for approval of an option renewal for Parcel 21, extending the option for up to a maximum of 66 months because of delays unanticipated by either the County or Holiday-Panay Marina, LLC with regard to the processing of entitlements and satisfaction of other option conditions regarding Holiday-Panay Marina, LLC's proposed lease extension and development of a 29,000 square foot commercial building, a five-story parking structure with 447 spaces including 94 spaces relocated from Parcel OT, and a new 92-slip marina to replace the existing 182-slip marina on Parcel 21.

Attached is a copy of the Board letter that explains the details of the proposed agreement. Your Commission's endorsement of the recommendation to the Board of Supervisors to approve the proposed renewal as contained in the attached letter is requested.

SHK:mk

Attachments



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

October 4, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF BEACHES AND HARBORS
APPROVAL OF RENEWAL OF OPTION TO AMEND LEASE AGREEMENT TO
FACILITATE REDEVELOPMENT-
HOLIDAY MARINA (Parcel 21) –
MARINA DEL REY
(4th DISTRICT)
(4 VOTES)**

SUBJECT

Request for approval of Renewal of Option to Amend Lease Agreement for Parcel 21 extending for up to a maximum of 66 months the period for Holiday-Panay Way Marina, LLC to obtain the remaining regulatory approvals and satisfy the other conditions to the exercise of the option regarding its proposed redevelopment of the proposed project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that your Board has previously considered and certified the combined Final Environmental Impact Report relating to the proposed Parcel 21 lease extension, Parcel OT new lease, and development on Parcels 21 and OT and adopted the related Environmental Findings of Fact and Statement of Overriding Considerations, and the Mitigation Monitoring Programs for these projects.
2. Approve and authorize the Mayor to sign the Renewal of Option to Amend Lease Agreement, attached as Exhibit A, granting to the current lessee, Holiday-Panay Way Marina, LP, an extension for up to 66 months from September 30, 2011 to obtain the remaining regulatory approvals and satisfy the other conditions to the exercise of the option for the proposed project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 15, 2008, your Board granted Holiday-Panay Way Marina, LP, a California limited partnership ("Lessee") an option ("Option") to extend the term of the existing lease for an additional 39 years to facilitate the redevelopment of Parcel 21. Exercise of the Option is contingent upon Lessee's receipt of entitlements and fulfillment of other conditions required therein. Upon such exercise of the Option, Lessee will be required to: a) demolish the existing buildings and docks; b) construct a 29,000 square foot building that will be able to accommodate all the existing sublessees on Parcel 21 plus the yacht club and commercial sublessees currently leasing space on Parcel 20; c) construct a 5-story parking structure with 447 parking spaces that includes 94 parking spaces that are being replaced from Parcel OT; d) reconvey the westerly 207 feet of Parcel 21 to the County for use as additional public parking next to Marina Beach; and e) replace the existing 182 slip marina with a new 92-slip marina. A Local Coastal Program ("LCP") Amendment will be required to: 1) transfer the 94 replacement parking spaces from Parcel OT; and b) modify the development permit conditions on Parcel 20 to transfer the yacht club and marine commercial uses to Parcel 21

Lessee has diligently pursued its entitlements but, due to delays beyond its control, was not able to acquire the entitlements for this project prior to the expiration of its existing option. Among the major reasons for the delay have been: a) the complexity of completing a shared Environmental Impact Report (EIR) for two completely different types of developments, commercial complex with docks and a retirement facility, in two different locations; and b) an unsuccessful appeal to your Board challenging the certification of the EIR and approval of the project by the Regional Planning Commission.

On April 26, 2011, your Board certified the EIR and stated its intent to approve the project subject to the submission of findings and conditions for the final approval of the entitlements at a future Board meeting. In addition, Lessee had anticipated that the Coastal Commission would consider the LCP Amendment and Master Waterside Coastal Development Permit, at the June 2011 Coastal Commission meeting but the hearing on those matters was postponed.

The original Option to Amend Lease Agreement between County and Lessee expired on July 15, 2009. In consideration for the County's approving the Renewal of Option to Amend Lease Agreement ("Renewal Of Option") to extend the option period for up to 66 months, Lessee has agreed to pay County a total amount not to exceed \$100,000, payable as follows: (1) \$20,000 upon signing of the Renewal of Option, which provides for an initial extension up to the time at which Lessee receives final approval of its entitlements but in no event later than March 31, 2014; (2) \$30,000 for an additional

twenty four-month extension; (3) \$20,000 for an additional six-month extension; and (4) \$30,000 for a second additional six-month period.

Our economic consultant has reviewed the consideration being paid for the extension of the date by which the Option must be exercised and has found that the County is receiving fair value for the amount of time that it is granting to extend the date to implement the transaction as previously negotiated.

Implementation of Strategic Plan Goals

The County Strategic Plan directs that we maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The recommended action will allow the Lessee to continue its effort towards the proactive redevelopment of the parcel, which will help the County achieve fiscal sustainability (Strategic Plan Goal No. 1, Strategy No.1).

FISCAL IMPACT/FINANCING

Operating Budget Impact

Upon your Board's approval and the Mayor's execution of the Renewal of Option, the Department of Beaches and Harbors' operating budget will receive a \$20,000 payment. The \$20,000 initial payment was not included in the 2011-2012 Final Adopted Budget; therefore, it will be accounted for as over-realized revenue. If additional extension payments are anticipated, they will be budgeted as one-time revenue.

Costs of consultants and primary County staff involved in the negotiation and development of the options, this renewal and extension, and Amended and Restated Lease are being reimbursed by the Lessee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Without exercise of the Option, the term of the lease for Parcel 21, which commenced September 1, 1966, will expire August 31, 2026.

Concurrent with the exercise of the Parcel 21 Option, an option as to Parcel OT must also be exercised by Lessee's affiliate, both of which may be exercised only after the entitlements for each project are received. The Lessee has made application to the Department of Regional Planning for its discretionary land use entitlements under the applicable standards of the Marina del Rey LCP, to relocate 94 public parking spaces from Parcel OT to Parcel 21 and to modify the development permit conditions to transfer the yacht club and marine commercial uses from Parcel 20 to Parcel 21. Approval of the

The Honorable Board of Supervisors
October 4, 2011
Page 4

extension of the Option is without prejudice to the County's full exercise of its regulatory authority in the consideration of the land use entitlements required for the possible exercise of the Option.

Amendment and extension of the existing lease are authorized by Government Code Sections 25907 and 25536. The extended lease term is in conformance with the maximum 99-year period authorized by California law.

At its meeting of September 14, 2011, the Small Craft Harbor Commission will consider the recommendations to approve the Renewal of Option, and its recommendations will be communicated to your Board prior to your Board's consideration of the matter.

County Counsel has approved the Renewal of Option as to form.

ENVIRONMENTAL DOCUMENTATION

On April 26, 2011 your Board considered and certified the Final Environmental Impact Report relating to the proposed lease extension, new lease, and development on Parcels 21 and OT and adopted the related Environmental Findings of Fact and Statement of Overriding Considerations, and the Mitigation Monitoring Programs for these projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Authorize the Executive Officer/Clerk of the Board to send one copy of this Board Letter, as approved, and two copies the executed Renewal of Option to Amend Lease Agreement to the Department of Beaches and Harbors.

Respectfully submitted,

Santos H. Kreimann
SK:GJ:dlg

Attachment

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

**RENEWAL OF OPTION TO AMEND LEASE AGREEMENT
(Parcel 21)**

THIS RENEWAL OF OPTION TO AMEND LEASE AGREEMENT ("**Renewal Agreement**") is made as of _____, 2011 (the "**Effective Renewal Date**"), between COUNTY OF LOS ANGELES ("**County**"), and HOLIDAY-PANAY WAY MARINA, L.P., a California limited partnership ("**Lessee**").

RECITALS

A. County and Lessee, or its predecessors-in-interest, entered into Lease No. 11210 dated September 27, 1966, as amended (the "**Existing Lease**"), pursuant to which Lessee currently leases from County certain real property in the Marina del Rey Small Craft Harbor commonly known as Parcel No. 21, as more particularly described in the Existing Lease (the "**Existing Premises**").

B. County and Lessee entered into that certain Option to Amend Lease Agreement dated as of July 15, 2008 (the "**Option Agreement**"), whereby County granted Lessee an option (referenced in the Option Agreement as the "**Option**") to amend and restate the Existing Lease in its entirety upon the terms and conditions more specifically set forth in the Option Agreement, including, without limitation, (i) an extension of the term of the Existing Lease through August 31, 2065, (ii) the expansion of the Existing Premises to incorporate certain additional adjacent water area described in the Option Agreement, and (iii) the redevelopment of the Premises in accordance with the terms and provisions of the Option Agreement.

C. In accordance with the terms and provisions of Section 2 of the Option Agreement, the Outside Expiration Date for the exercise by Lessee of the Option was July 15, 2009.

D. Lessee did not receive the Entitlements nor satisfy other conditions to the exercise of the Option set forth in Section 3 of the Option Agreement by July 15, 2009.

E. County and Lessee desire to renew the Option by providing for the extension of the Outside Expiration Date for the exercise by Lessee of the Option, and to make certain other modifications to the Option Agreement, all in accordance with the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessee and County hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms used in this Renewal Agreement but not otherwise defined herein shall have the same meanings given such terms in the Option Agreement.

2. Renewal of Option. The Option set forth in the Option Agreement is hereby renewed on the same terms and conditions as set forth in the Option Agreement, which is incorporated into this Renewal Agreement as though fully set forth herein, except that the terms and provisions of the Option Agreement as incorporated herein are modified in accordance with the remaining terms and provisions of this Renewal Agreement. County and Lessee hereby acknowledge and agree that the Option remains in full force and effect and that the Option has been reinstated by this Renewal Agreement retroactive to prior to the expiration of the Option Term that was in effect prior to this Renewal Agreement.

3. Extension of Outside Expiration Date. Section 2 of the Option Agreement is hereby amended in its entirety to read in full as follows:

“2. Option Term. The term of the Option (the “**Option Term**”) shall commence on the date of this Agreement and expire on that date (the “**Option Expiration Date**”) which is the earlier of (i) forty-five (45) days following the later of the Entitlement Receipt Date under this Agreement and the “Entitlement Receipt Date” under the Parcel 147 Option Agreement, as defined in Section 4.4(b) of this Agreement (the “**Parcel 147 Entitlement Receipt Date**”), or (ii) the Outside Expiration Date.

For purposes hereof, the “**Entitlement Receipt Date**” shall mean the first date upon which (a) Lessee has received all discretionary planning and zoning land use entitlements, permits and other approvals required to be obtained from governmental authorities (including the County and the California Coastal Commission) for the construction of the Redevelopment Work (as defined below), including, without limitation, for the development on and relocation to the Premises of the Replacement Parcel 147 Parking Spaces (as defined in Section 15.20.1 of the Restated Lease) and the development on and relocation to the Premises of the Additional Parcel 20 Parking Spaces (as defined in Section 15.20.1 of the Restated Lease), and has satisfied all conditions to the issuance of a building permit for the Redevelopment Work other than the payment of any applicable building permit fee (all of the matters described in this clause (a) are collectively referred to as the “**Entitlements**”), (b) any appeal period to contest the issuance of the Entitlements has lapsed, and (c) there is no proceeding or litigation pending to appeal the issuance of the Entitlements, or to enjoin or restrain the performance of the Redevelopment Work (not including any proceeding or litigation brought by or on behalf of any partner, shareholder or member of, or any other person or entity affiliated with, or otherwise directly or indirectly having an ownership interest in, Lessee or the Parcel 147 Lessee (a “**Lessee Affiliate**”)), or if such a proceeding or litigation is pending, then the date such proceeding or litigation has been dismissed or a decision or judgment

rendered thereon, which decision or judgment is not subject to further appeal.

For purposes of this Agreement, the **"Redevelopment Work"** shall mean the demolition of the existing Improvements (as defined in the Restated Lease) currently located on the Premises and the construction of new Improvements in accordance with the Redevelopment Plan attached to the Restated Lease as Exhibit B, including without limitation: (i) a new commercial building containing not less than 29,000 square feet of rentable area of space to be initially allocated approximately as follows: 5,000 rentable square feet of yacht club space, 10,000 rentable square feet of health club space, 2,916 rentable square feet of retail space and 11,432 rentable square feet of marine commercial office space; (ii) an attached parking structure with 447 parking spaces or such other number of parking spaces as required under Section 15.20 of the Restated Lease (the **"Parking Structure"**); (iii) complete replacement of the existing 182 boat slips and related Improvements with approximately 92 new boat slips (with an average slip length of approximately 36.4 lineal feet) and related Improvements (the **"Anchorage Replacement Work"**), provided that County shall have the right to approve Lessee's proposed configuration and specifications for such slips; and (iv) the Promenade Work described in Section 15.19 of the Restated Lease.

The **"Outside Expiration Date"** shall initially be March 31, 2012; provided, however, that if the Entitlement Receipt Date and the Parcel 147 Entitlement Receipt Date have not occurred as of March 31, 2012, then as long as Lessee and the Parcel 147 Lessee have proceeded and continue to use diligent efforts to cause the Entitlement Receipt Date and the Parcel 147 Entitlement Receipt Date to occur as soon as possible, and are not, and continue to not be, in Default of this Option Agreement, the Existing Lease or the Parcel 147 Option Agreement, the Outside Expiration Date shall be automatically extended until the earlier of (I) forty-five (45) days following the later of the Entitlement Receipt Date or the Parcel 147 Entitlement Receipt Date, (II) the date of the denial by the applicable governmental authority of any of the required Entitlements under this Agreement and the required "Entitlements" under the Parcel 147 Option Agreement, without further right of appeal, or (III) March 31, 2014. Notwithstanding the foregoing, at any time that Lessee or the Parcel 147 Lessee fails to continue to use diligent efforts to cause the Entitlement Receipt Date and the Parcel 147 Entitlement Receipt Date to occur as soon as possible, and such failure is not cured within ten (10) days after written notice from County, or at any time that Lessee or the Parcel 147 Lessee is in Default under this Option Agreement, the Existing Lease or the Parcel 147 Option Agreement, County shall have the right to terminate this Option Agreement upon written notice to Lessee.

Lessee shall have the right to extend the Option Expiration Date set forth in the immediately preceding paragraph for up to the following three additional periods upon delivery by Lessee to County, not later than one (1) month prior to the Option Expiration Date that is then in effect prior to such extension, of both written notice by Lessee to County of such extension and the payment by Lessee to County of the applicable **"Additional Option Extension Fee"** set forth below for such extension:

- (a) twenty-four (24) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000);
- (b) six (6) months upon payment of an Additional Option Extension Fee of Twenty Thousand Dollars (\$20,000); and
- (c) six (6) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000).

Notwithstanding the foregoing, Lessee shall have no right to extend the Option Expiration Date pursuant to this paragraph at any time during which Lessee is in Default under this Option Agreement or the Existing Lease or the Parcel 147 Lessee is in Default under the Parcel 147 Option Agreement. Time is of the essence with respect to the exercise by Lessee of any right to extend the Option Expiration Date pursuant to this paragraph.

For purposes of this Option Agreement, (A) Lessee shall be in **"Default"** under this Option Agreement if Lessee is in material breach of any term or provision of this Option Agreement and Lessee fails to cure such breach (x) within ten (10) days after written notice from County in the case of a monetary breach, or (y) within thirty (30) days after written notice from County in the case of a non-monetary breach, provided that if the nature of the non-monetary breach is that it cannot reasonably be cured within a thirty (30) day period, then Lessee shall not be in Default as long as Lessee commences the cure of such breach within thirty (30) days after written notice from County and diligently and continuously prosecutes the cure of such breach to completion as soon as possible thereafter; and (B) Lessee shall be in **"Default"** under the Existing Lease if Lessee is in material breach or default of any term or provision of the Existing Lease and Lessee fails to cure such breach or default following written notice from County and the expiration of the applicable cure period set forth in the Existing Lease. For purposes of this Option Agreement, the Parcel 147 Lessee shall be in **"Default"** under the Parcel 147 Option Agreement based upon the meaning of **"Default"** set forth in Section 2 of the Parcel 147 Option Agreement, as amended."

4. Option Extension Fee and Additional Option Extension Fees. Concurrently herewith, Lessee has paid to County the sum of Twenty Thousand Dollars (\$20,000) (the "**Option Extension Fee**") in consideration for County's execution and delivery of this Renewal Agreement and County's renewal of the Option and extension of the Outside Expiration Date to the date set forth in the fourth paragraph of Section 2 of the Option Agreement (as amended above). The Option Extension Fee and any Additional Option Extension Fees paid by Lessee pursuant to Section 2 of the Option Agreement (as amended above) shall be non-refundable, and are in addition to the Option Fee paid by Lessee to County pursuant to Section 1 of the Option Agreement. The Option Extension Fee and any Additional Option Extension Fees shall not be applicable against the Option Fee.
5. Definition of Director. For purposes of this Renewal Agreement and the Option Agreement, "**Director**" means the Director of the Department of Beaches and Harbors of the County.
6. County Costs. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the Restated Lease) incurred by County in connection with the review, negotiation, preparation and documentation of this Renewal Agreement and the matters addressed herein.
7. Entire Agreement. This Renewal Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous negotiations, communications or understandings between the parties, whether oral or written, with respect to the subject matter set forth herein.
8. No Other Modifications. County and Lessee acknowledge and agree that the Option Agreement is in full force and effect, unmodified except as set forth in this Renewal Agreement.
9. Counterparts. This Renewal Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.
10. Existing Encumbrances. Lessee represents and warrants that there are no deeds of trust, mortgages or other security interests that encumber Lessee's interest in the Existing Lease or the Existing Premises except as disclosed in the Lender's Consent attached hereto, and that except for partnership consents that have been obtained by Lessee, no consent is required from any other person or entity as a condition to the effectiveness of this Agreement against Lessee and its interest in the Existing Lease and Existing Premises. The renewal of the Option Agreement and the extension of the Option Term set forth herein are contingent upon (a) the accuracy of the foregoing representation and warranty, and (b) the execution and delivery of such Lender Consent concurrent with the execution and delivery of this Renewal Agreement by Lessee and County.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Renewal Agreement as of the date first set forth above.


COUNTY OF LOS ANGELES

By: _____
Mayor, County of Los Angeles

HOLIDAY-PANAY WAY MARINA, L.P.,
a California limited partnership

By: GKB Development Co., LLC, a
California limited liability company,
its General Partner

By: Alta Group GP, LLC, a
California limited liability
company, a Manager

By: 
Jona Goldstein, Manager

ATTEST:

SACHI A. HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

LENDER CONSENT

The undersigned represents that it is the current beneficiary under that certain Deed of Trust With Assignment of Rents dated September 30, 1999, originally granted to Holiday Marinas, Inc., and recorded in the Official Records of Los Angeles County, California on October 1, 1999 as Instrument No. 99-187427 (the "Deed of Trust"), as assigned to the undersigned by Assignment of Deed of Trust dated January 31, 2001 and recorded in the Official Records of Los Angeles County, California as Instrument No. 01-0199678. As such current beneficiary the undersigned hereby consents to the foregoing Renewal of Option to Amend Lease Agreement and agrees that the Deed of Trust is subject and subordinate to such Renewal of Option to Amend Lease Agreement.

OVERLAND FINANCIAL COMPANY,
LLC, a California limited liability company

By: 

Jona Goldrich, President



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

September 8, 2011

To: Small Craft Harbor Commission

From: *Gary Jones*
for Santos H. Kreimann, Director

Subject: **ITEM 6b – APPROVAL OF RENEWAL OF LEASE OPTION AGREEMENT – (Parcel OT at Admiralty Way)**

Item 6b on your agenda pertains to the request for approval of an Option renewal for a Lease Option for Parcel OT, extending the Option for up to a maximum of 66 months because of delays unanticipated by either the County or MDR Oceana, LLC with regard to the processing of entitlements and satisfaction of other Option conditions regarding MDR Oceana, LLC's proposed Lease agreement and development of a 5-story 114-unit seniors-only retirement residence facility consisting of 47 two-bedroom and 67 one-bedroom units, and 5,000 square feet of retail space.

Attached is a copy of the Board letter that explains the details of the proposed agreement. Your Commission's endorsement of the recommendation to the Board of Supervisors to approve the proposed renewal as contained in the attached letter is requested.

SHK:mk

Attachments



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

October 4, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF BEACHES AND HARBORS
APPROVAL OF RENEWAL OF LEASE OPTION AGREEMENT TO FACILITATE
DEVELOPMENT –
SENIORS-ONLY RETIREMENT RESIDENCE (Parcel OT) –
MARINA DEL REY
(4th DISTRICT)
(4 VOTES)**

SUBJECT

Request for approval of Renewal of Lease Option Agreement for Parcel OT, currently a parking lot, extending for up to a maximum of 66 months the period for MDR Oceana, LLC to obtain the remaining regulatory approvals and complete the processing of entitlements regarding its proposed development of a seniors-only retirement residence facility in Marina del Rey.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that your Board has previously considered and certified the combined Final Environmental Impact Report relating to the proposed Parcel 21 lease extension, Parcel OT new lease, and development on Parcels 21 and OT and adopted the related Environmental Findings of Fact and Statement of Overriding Considerations, and the Mitigation Monitoring Programs for these projects.
2. Approve and authorize the Mayor to sign the Renewal of Lease Option Agreement attached as Exhibit A, granting to MDR Oceana, LLC, a California limited liability company, an extension for up to 66 months from September 30, 2011 to obtain the remaining regulatory approvals and satisfy the other conditions to the exercise of the option for the proposed project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 15, 2008, your Board granted MDR Oceana, LLC ("Oceana") an option (the "Option"), upon the fulfillment of certain conditions, to enter into a new 60-year lease (the "Lease") to develop a public parking lot on Parcel OT in Marina del Rey, to construct and operate a 5-story 114-unit seniors-only retirement residence facility consisting of 47 two-bedroom and 67 one-bedroom units, and 5,000 square feet of retail space. Of the existing 186 public parking spaces currently on Parcel OT, 92 public parking spaces will be replaced onsite while 94 public parking spaces will be transferred to Parcel 21. In addition to keeping the 92 public parking spaces on Parcel OT, 62 parking spaces will be added onsite to accommodate parking required by the residential and retail uses. Parcel OT is not currently zoned for a retirement residence facility. Accordingly, a Local Coastal Program ("LCP") Amendment will be required to establish the new use and to transfer the 94 replacement public parking spaces from Parcel OT to Parcel 21.

Upon exercise of the Option, Parcel OT will be renamed Parcel 147.

Oceana has diligently pursued its entitlements but, due to delays beyond its control, was not able to acquire the entitlements for this project prior to the expiration of its existing option. Among the major reasons for the delay have been: a) the complexity of completing a shared Environmental Impact Report (EIR) for two entirely different types of development, a commercial complex with docks and a retirement facility, in two different locations; and b) an unsuccessful appeal to your Board challenging the certification of the EIR and approval of the project by the Regional Planning Commission.

On April 26, 2011, your Board certified the EIR and stated its intent to approve the project subject to the submission and consideration of findings and conditions for the final approval of the entitlements at a future Board meeting. In addition, Oceana had anticipated that the Coastal Commission would consider the LCP Amendment and the Master Waterside Coastal Development Permit at the June 2011 Coastal Commission meeting but the hearing on those matters was postponed.

The original Lease Option Agreement between County and Oceana expired on January 15, 2010. In consideration for the County's approving the Renewal of Lease Option Agreement, to extend the option period for up to 66 months, Oceana has agreed to pay County a total amount not to exceed \$100,000, payable as follows: (1) \$20,000 upon signing of the Renewal of Lease Option Agreement, which provides for an initial extension up to the time at which Oceana receives final approval of its entitlements but

in no event later than March 31, 2014; (2) \$30,000 for an additional twenty four-month extension; (3) \$20,000 for an additional six-month extension; and (4) \$30,000 for a second additional six-month period.

Our economic consultant has reviewed the consideration being paid for the extension of the date by which the option must be exercised and has found that the County is receiving fair value for the amount of time that it is granting to extend the date to implement the transaction as previously negotiated.

Implementation of Strategic Plan Goals

The County Strategic Plan directs that we maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The recommended action will allow the Lessee to continue its effort towards the proactive redevelopment of the parcel, which will help the County achieve fiscal sustainability (Strategic Plan Goal No. 1, Strategy No.1).

FISCAL IMPACT/FINANCING

Operating Budget Impact

Upon your Board's approval and the Mayor's execution of the Renewal of Lease Option Agreement, the Department of Beaches and Harbors' operating budget will receive a \$20,000 payment. The \$20,000 initial payment was not included in the 2011-2012 Final Adopted Budget; therefore, it will be accounted for as over-realized revenue. If additional extension payments are anticipated, they will be budgeted as one-time revenue.

Costs of consultants and primary County staff involved in the negotiation and preparation of the Renewal of Lease Option Agreement are being reimbursed by Oceana.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In exchange for granting Oceana a 60-year Lease, which will be available upon execution of the Option and, upon satisfaction of the Option's enumerated conditions, Oceana has agreed to develop and construct a 5-story 114-unit seniors-only retirement residence facility, consisting of 47 two-bedroom and 67 one-bedroom units, along with 5,000 square feet of retail space on Washington Boulevard. The Lease will also require renovations beginning not earlier than 12 months before and not later than 12 months after the 30th year prior to the expiration date of the Lease, to physically reposition the project to then current market requirements.

Oceana has made application to the Department of Regional Planning ("Regional Planning") for its discretionary land use entitlements under the applicable standards of the LCP, including those related to building height and traffic requirements. A new land use category, Senior Retirement Facility, was included in the submittal to Regional Planning for approval as none of the existing use categories adequately describe this use. An LCP Amendment will be required to establish the new use and to transfer the 94 replacement public parking spaces from Parcel OT to Parcel 21. That application is still under review. Approval of the Option is without prejudice to the County's full exercise of its regulatory authority in the consideration of the land use entitlements required for the possible exercise of the Option.

Entering into leases of the County's Marina del Rey real property is authorized by Government Code Sections 25907 and 25536. The lease terms are in conformance with the maximum 99-year period authorized by California law.

At its meeting of September 14, 2011, the Small Craft Harbor Commission will consider the recommendations to approve the Renewal of Lease Option Agreement for Parcel OT, and its recommendations will be communicated to your Board prior to your Board's consideration of the matter.

County Counsel has approved the Renewal of Lease Option Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

On April 26, 2011 your Board considered and certified the combined Final Environmental Impact Report relating to the proposed Parcel 21 lease extension, new Parcel OT lease, and development on Parcels 21 and OT and adopted the related Environmental Findings of Fact and Statement of Overriding Considerations, and the Mitigation Monitoring Programs for these projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Authorize the Executive Officer/Clerk of the Board to send one copy of this Board Letter, as approved, and two copies of the executed Renewal of Lease Option Agreement to the Department of Beaches and Harbors.

The Honorable Board of Supervisors
October 4, 2011
Page 5

Respectfully submitted,

Santos H. Kreimann
SK:GJ:dlg

Attachment

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

**RENEWAL OF LEASE OPTION AGREEMENT
(Parcel 147)**

THIS RENEWAL OF LEASE OPTION AGREEMENT ("**Renewal Agreement**") is made as of _____, 2011 (the "**Effective Renewal Date**"), between COUNTY OF LOS ANGELES ("**County**"), and MDR OCEANA, LLC, a California limited liability company ("**Lessee**").

RECITALS

A. County and Lessee entered into that certain Lease Option Agreement dated as of July 15, 2008 (the "**Option Agreement**"), whereby County granted Lessee an option (referenced in the Option Agreement as the "**Option**") to lease certain real property owned by County in Marina del Rey Small Craft Harbor commonly known as Parking Lot 8 or Parcel OT and annexing a portion of Parcel P, and more particularly described on Schedule 1 to Exhibit A to the form of the Lease attached to the Option Agreement as Exhibit A.

B. In accordance with the terms and provisions of Section 2 of the Option Agreement, the Outside Expiration Date for the exercise by Lessee of the Option was January 15, 2010.

C. Lessee did not receive the Entitlements nor satisfy other conditions to the exercise of the Option set forth in Section 3 of the Option Agreement by January 15, 2010.

D. County and Lessee desire to renew the Option by providing for the extension of the Outside Expiration Date for the exercise by Lessee of the Option, and to make certain other modifications to the Option Agreement, all in accordance with the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessee and County hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms used in this Renewal Agreement but not otherwise defined herein shall have the same meanings given such terms in the Option Agreement.

2. **Renewal of Option.** The Option set forth in the Option Agreement is hereby renewed on the same terms and conditions as set forth in the Option Agreement, which is incorporated into this Renewal Agreement as though fully set forth herein, except that the terms and provisions of the Option Agreement as incorporated herein are modified in accordance with the remaining terms and provisions of this Renewal Agreement. County and Lessee hereby acknowledge and agree that the Option remains in full force and effect and that the Option has been reinstated by this Renewal

Agreement retroactive to prior to the expiration of the Option Term that was in effect prior to this Renewal Agreement.

3. Extension of Outside Expiration Date. Section 2 of the Option Agreement is hereby amended in its entirety to read in full as follows:

“2. Option Term. The term of the Option (the “**Option Term**”) shall commence on the date of this Agreement and expire on that date (the “**Option Expiration Date**”) which is the earlier of (i) forty-five (45) days following the later of the Entitlement Receipt Date under this Agreement and the “Entitlement Receipt Date” under the Parcel 21 Option Agreement, as defined in Section 4.4 of this Agreement (the “**Parcel 21 Entitlement Receipt Date**”), or (ii) the Outside Expiration Date.

For purposes hereof, the “**Entitlement Receipt Date**” shall mean the first date upon which (a) Lessee has received all discretionary planning and zoning land use entitlements required to be obtained from governmental authorities (including the County and the California Coastal Commission) for the construction of the Development Work (as defined below) and has satisfied all conditions to the issuance of a building permit for the Development Work other than the payment of any applicable building permit fee (the “**Entitlements**”), (b) any appeal period to contest the issuance of such land use entitlements has lapsed, and (c) there is no proceeding or litigation pending to appeal the issuance of the Entitlements, or to enjoin or restrain the performance of the Development Work (not including any proceeding or litigation brought by or on behalf of any partner, shareholder or member of, or any other person or entity affiliated with, or otherwise directly or indirectly having an ownership interest in, Lessee or the Parcel 21 Lessee (a “**Lessee Affiliate**”)), or if such a proceeding or litigation is pending, then the date such proceeding or litigation has been dismissed or a decision or judgment rendered thereon, which decision or judgment is not subject to further appeal.

For purposes of this Agreement, the “**Development Work**” shall mean the demolition of any existing Improvements (as defined in the Lease) currently located on the Premises and the construction of a new 5-story, 114 unit mixed-use senior-only retirement residence facility in accordance with the Development Plan attached to the Lease as Exhibit B (the “**Development Plan**”), including without limitation, the following Improvements (as defined in the Lease): (i) 47 two-bedroom and 67 one-bedroom residential units; (ii) 5,000 square feet of ground floor retail space; (iii) structured parking for 154 vehicles; and (iv) public open space on the Northeasterly portion of the Premises, including without limitation, a public pedestrian walkway linking Admiralty Way and Washington Boulevard, each as more particularly described in the Development Plan and the Lease.

The "**Outside Expiration Date**" shall initially be March 31, 2012; provided, however, that if the Entitlement Receipt Date and the Parcel 21 Entitlement Receipt Date have not occurred as of March 31, 2012, then as long as Lessee and the Parcel 21 Lessee have proceeded and continue to use diligent efforts to cause the Entitlement Receipt Date and the Parcel 21 Entitlement Receipt Date to occur as soon as possible, and are not, and continue to not be, in Default of this Option Agreement or Parcel 21 Option Agreement, the Outside Expiration Date shall be automatically extended until the earlier of (I) forty-five (45) days following the later of the Entitlement Receipt Date or the Parcel 21 Entitlement Receipt Date, (II) the date of the denial by the applicable governmental authority of any of the required Entitlements under this Agreement and the required "Entitlements" under the Parcel 21 Option Agreement, without further right of appeal, or (III) March 31, 2014. Notwithstanding the foregoing, at any time that Lessee or the Parcel 21 Lessee fails to continue to use diligent efforts to cause the Entitlement Receipt Date and the Parcel 21 Entitlement Receipt Date to occur as soon as possible, and such failure is not cured within ten (10) days after written notice from County, or at any time that Lessee or the Parcel 21 Lessee is in Default under this Option Agreement or the Parcel 21 Option Agreement, County shall have the right to terminate this Option Agreement upon written notice to Lessee.

Lessee shall have the right to extend the Option Expiration Date set forth in the immediately preceding paragraph for up to the following three additional periods upon delivery by Lessee to County, not later than one (1) month prior to the Option Expiration Date that is then in effect prior to such extension, of both written notice by Lessee to County of such extension and the payment by Lessee to County of the applicable "**Additional Option Extension Fee**" set forth below for such extension:

- (a) twenty-four (24) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000);
- (b) six (6) months upon payment of an Additional Option Extension Fee of Twenty Thousand Dollars (\$20,000); and
- (c) six (6) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000).

Notwithstanding the foregoing, Lessee shall have no right to extend the Option Expiration Date pursuant to this paragraph at any time during which Lessee is in Default under this Option Agreement or the Parcel 21 Lessee is in Default under the Parcel 21 Option Agreement. Time is of the essence with respect to the exercise by Lessee of any right to extend the Option Expiration Date pursuant to this paragraph.

For purposes of this Option Agreement, Lessee shall be in "Default" under this Option Agreement if Lessee is in material breach of any term or provision of this Option Agreement and Lessee fails to cure such breach (x) within ten (10) days after written notice from County in the case of a monetary breach, or (y) within thirty (30) days after written notice from County in the case of a non-monetary breach, provided that if the nature of the non-monetary breach is that it cannot reasonably be cured within a thirty (30) day period, then Lessee shall not be in Default as long as Lessee commences the cure of such breach within thirty (30) days after written notice from County and diligently and continuously prosecutes the cure of such breach to completion as soon as possible thereafter. For purposes of this Option Agreement, the Parcel 21 Lessee shall be in "Default" under the Parcel 21 Option Agreement based upon the meaning of "Default" set forth in clause (A) of the last paragraph of Section 2 of the Parcel 21 Option Agreement, as amended."

4. Option Extension Fee and Additional Option Extension Fees.

Concurrently herewith, Lessee has paid to County the sum of Twenty Thousand Dollars (\$20,000) (the "Option Extension Fee") in consideration for County's execution and delivery of this Renewal Agreement and County's renewal of the Option and extension of the Outside Expiration Date to the date set forth in the fourth paragraph of Section 2 of the Option Agreement (as amended above). The Option Extension Fee and any Additional Option Extension Fees paid by Lessee pursuant to Section 2 of the Option Agreement (as amended above) shall be non-refundable, and are in addition to the Option Fee paid by Lessee to County pursuant to Section 1 of the Option Agreement. The Option Extension Fee and any Additional Option Extension Fees shall not be applicable against the Option Fee.

5. Deletion of Section 5 of Option Agreement. Section 5 of the Option Agreement is hereby deleted.

6. Definition of Director. For purposes of this Renewal Agreement and the Option Agreement, "Director" means the Director of the Department of Beaches and Harbors of the County.

7. County Costs. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the Lease) incurred by County in connection with the review, negotiation, preparation and documentation of this Renewal Agreement and the matters addressed herein.

8. Entire Agreement. This Renewal Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous negotiations, communications or understandings between the parties, whether oral or written, with respect to the subject matter set forth herein.

9. No Other Modifications. County and Lessee acknowledge and agree that the Option Agreement is in full force and effect, unmodified except as set forth in this Renewal Agreement.

10. Counterparts. This Renewal Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Renewal Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

By: _____
Mayor, County of Los Angeles

MDR OCEANA, LLC, a California limited liability company

By: Alta Group GP, LLC, a California limited liability company, a Manager

By:  _____
Jona Goldrich, Manager

ATTEST:

SACHI A. HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

September 8, 2011

To: Small Craft Harbor Commission

From: *Gary Jones*
for Santos H. Kreimann, Director

Subject: **ITEM 6c – RECREATIONAL OPPORTUNITIES FOR SMALL BOATERS
AND PERSONAL WATERCRAFT USERS IN MARINA DEL REY**

Item 6c on your agenda pertains to the request for a report on recreational opportunities available to small boaters and personal watercraft users in Marina del Rey.

PERSONAL WATERCRAFT STORAGE

Throughout the Marina there are storage facilities for personal watercraft. The County operates facilities on and adjacent to Marina Beach and next to the public boat launch ramp. There are currently 228 rack spaces and space for eight outrigger canoes on the sand at Marina Beach. Additional storage racks are proposed on the land and water of Parcel 77 located on Mindanao Way. A lowered dock is available at Marina Beach for easier boarding of personal water crafts and a personal watercraft launching dock is planned near the public boat launch ramp at Parcel 77.

PROPOSED AQUATIC CENTERS AT CHACE PARK AND MARINA BEACH

Two aquatic centers, or boathouses, are proposed in Marina del Rey to accommodate the storage of personal watercraft; one will be located on Parcel 77 in the expanded Chace Park and the second one is being contemplated near Marina Beach. The Chace Park boathouse is an element of the Chace Park Master Plan.

PROPOSED PERSONAL WATERCRAFT RENTAL FACILITIES

Facilities that will house personal watercraft rentals (kayaks, paddleboards, etc.) are being planned at Chace Park and Marina Beach.

DINGHY TIE-UPS

There are docks adjacent to Chace Park that provide for temporary vessel tie-ups of up to four hours. This location provides easy access to Chace Park and the Marina Waterside Shopping Center. Additional dinghy docks are planned throughout the Marina on leasehold parcels with visitor-serving amenities and near the proposed wetland park on Parcel 9.

SAILING AND PERSONAL WATERCRAFT USE CLASSES

Throughout the Marina there are groups offering classes on sailing and personal watercraft usage.

BOATING CLUBS

Throughout the Marina there are a variety of boating clubs ranging from yacht clubs to rowing and outrigger clubs.

W.A.T.E.R. PROGRAM

The WATER Program provides free outings for schools through the Department's Ocean Safety Days. This activity is a one-day ocean education adventure that has kayaking as one of the possible activities that the children may participate in throughout the day. Ocean Lifeguards instruct students on many aspects of ocean safety through in-the-water participation. Curriculum may include: CPR demonstration, first aid instruction, kayaking, surfing, snorkeling, body surfing, and beach games.

SHK:mk



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

September 8, 2011

TO: Small Craft Harbor Commission

FROM: *Gary Jones*
for Santos H. Kreimann, Director

SUBJECT: **ITEM 7a - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On August 2, 2011, the Board of Supervisors (BOS) approved introduction of an ordinance extending the Los Angeles Small Craft Harbor Commission's sunset review date to December 2015 and instructed the Department of Beaches and Harbors to work with County Counsel to revise County Code Section 2.116.100 relating to the Commission's Powers and Duties.

Also on August 2, 2011, the BOS agreed to waive the \$200 permit fee and the parking fee not to exceed \$500, excluding the cost of liability insurance, at Marina Beach for the Los Angeles County Asian American Employees Association's annual picnic, to be held September 17, 2011.

On August 16, 2011, the BOS approved two separate option renewals with Legacy Partners Neptune Marina L.P. for Parcels 10R and FF, extending both options for up to a maximum of 54 months with regard to the processing of entitlements and satisfaction of other option conditions regarding its proposed lease extension and development of 400 new apartments and a new 161-slip and 7-end-tie marina on Parcel 10R, and a new co-terminous lease for Parcel FF to build 125 new apartments.

Also on August 16, 2011, the BOS adopted a traffic regulation order prohibiting eastbound and westbound traffic on Admiralty Way from making U-turns at Palawan Way.

On August 23, 2011, the BOS adopted the revised Beach and Harbor Use License Policy, including the associated fee schedule and the selection process for summer recreational camps and physical fitness training licensees; and directed any additional revenue increase resulting from the revised policy to the Department of Beaches and Harbors for beach and Marina del Rey operations; and found that the actions are exempt from the California Environmental Quality Act.

On August 30, 2011, the BOS approved an amendment to the Lease Agreement for Parcel 47 (Santa Monica Windjammers Yacht Club), to extend the current lease to March 24, 2016, with the option to further extend the lease term for three one-year

periods, and also allow for early termination of the lease upon mutual agreement by both parties.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey issues were heard or placed on the agenda since the last Small Craft Harbor Commission meeting.

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE

The Court issued a tentative ruling on July 28, 2011 barring the City of Los Angeles from building a new 54-inch sewer main from Venice to Playa del Rey through unincorporated Marina del Rey when another comparable route along Pacific Avenue in city territory exists.

OXFORD BASIN PROJECT UPDATE

DPW reported that the Sediment and Water Quality Characterization Study and the biological study have been completed. It is anticipated that the Phase II soil investigation (underway now) will be completed by October 2011, and the 60% design plans will be completed by December 2011. A consultant has been hired to start the environmental review process. The project is scheduled for completion in early 2014.

REDEVELOPMENT PROJECT STATUS REPORT

The updated Marina del Rey Redevelopment Projects Descriptions and Status of Regulatory/Proprietary Approvals report is attached.

DESIGN CONTROL BOARD MINUTES

There were no DCB meetings in May, June and August, and the minutes for the July meeting have not yet been approved.

UNLAWFUL DETAINER ACTIONS

For the month of August 2011, there were no unlawful detainer lawsuits reported by the lessees.

BIKE ACCESS ON STRIP OF LAND BETWEEN OCEAN FRONT WALK AND THE BEACH

The County's draft Bicycle Master Plan was released on March 3rd, and is available for review at all County libraries and at www.lacountybikeplan.org. The proposed bikeways for the Marina and surrounding areas can be seen in figure 3-38 (p.129) of the Plan. The public comment period ended in June 2011 and the Department of Public Works is preparing a set of responses to the comments received during the public comment period including comments received at the August 2011 Small Craft Harbor Commission meeting. At that meeting, a DPW representative indicated that the current plan does not contemplate a connection of the bike path over the beach between its current terminous south of the Venice pier, and Via Marina.

MARINA DEL REY SLIP VACANCY REPORT

The overall vacancy percentage across all anchorages in Marina del Rey stood at 16.55% for August 2011. Vacancies in the various size classifications are separated by anchorage and are provided in the document attached. This should resolve questions taken during public comment at the August 2011 meeting about the accuracy and usefulness of the vacancy information presented.

SHK:mk

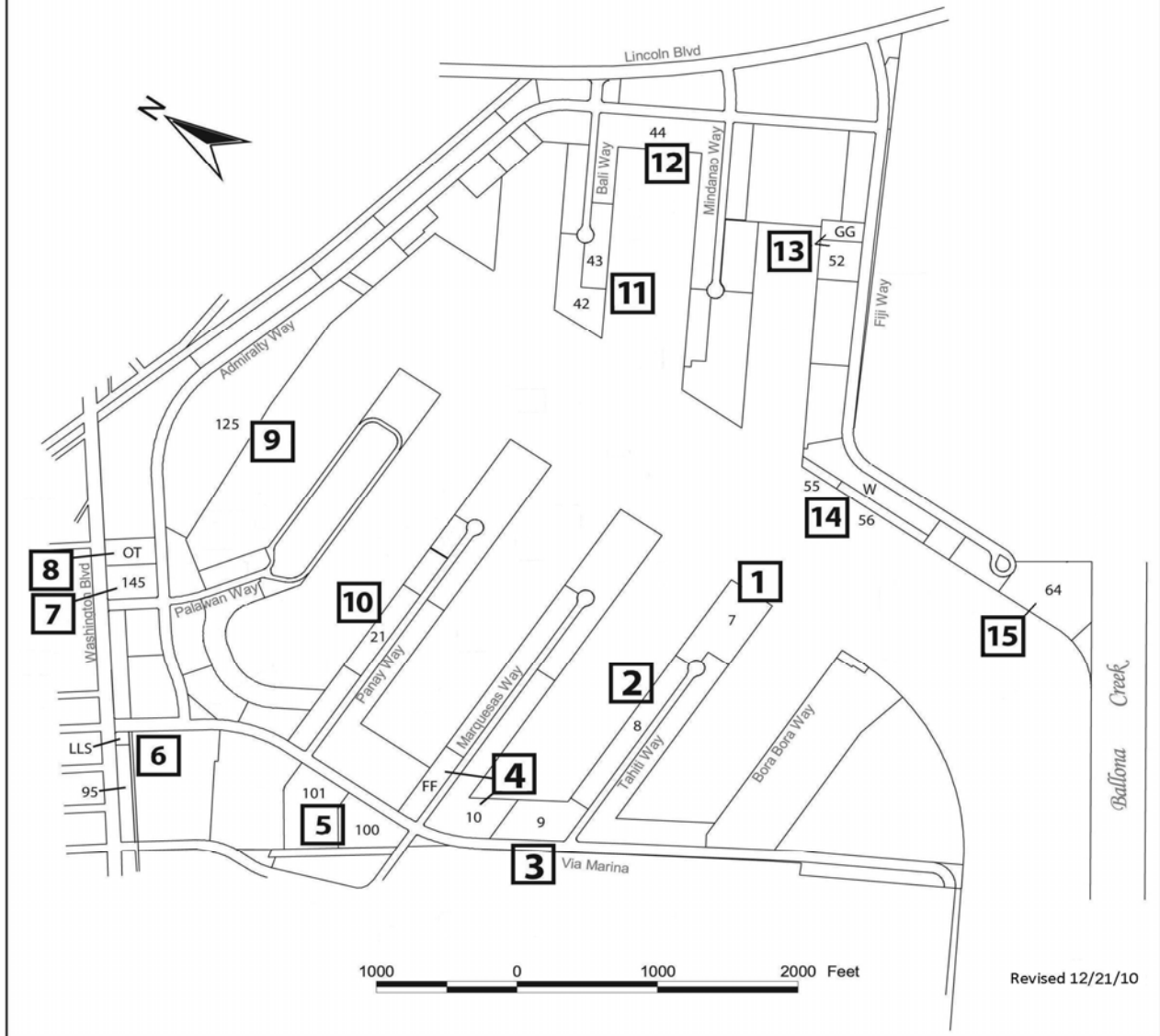
Attachments (2)

Marina del Rey Redevelopment Projects
Descriptions and Status of Regulatory/Proprietary Approvals
As of August 25, 2011

Map Key	Parcel No. -- Project Name/Lessee	Lessee Name/ Representative	Redevelopment Proposed	Massing and Parking	Status	Regulatory Matters
1	7 -- Tahiti Marina/K. Hakim	Kamran Hakim	* Complete leasehold refurbishment; 149 apartments * Relocate landside boater facilities * 214 slips + 9 end ties will not be reconstructed at this time	Massing -- 3 stories, 36'-7" in height Parking -- Currently 465 spaces. Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown.	Proprietary -- BOS action on term sheet on 9/29/09. Regulatory -- The 30-day public review period of the MND was 3/15/10 through 4/14/10. BOS certified MND on 7/20/10. Site renovation approved in concept by DCB on 7/21/10. DRP Site Plan application filed on 9/13/10. Final DCB concept was approved as submitted without conditions on 12/15/10. DRP Site Plan application approved on 1/20/11. Plans currently in review by B&S for building permit.	No Variance proposed
2	8 -- Bay Club/ Decron Properties	David Nagel	* Building renovation; 205 apartments * 207 slips + 11 end ties will be reconstructed	Massing -- Two 3-story residential buildings over parking; 41' and 48' Parking -- 315 residential parking spaces and 172 slip parking spaces	Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09. Regulatory -- DCB continued from July 2008 with conceptual approval on August 2008. Site Plan Review application filed with DRP on 12/4/08, approved 12/23/09. BOS certified MND on 12/8/09. CDP application for new docks approved by CCC on 12/15/10.	No Variance proposed
3	9 -- Woodfin Suite Hotel and Vacation Ownership/ Woodfin Hotels	Ron Nehring	* Massing will change after 4/26/11 BOS hearing. Previously: 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites) * 6-story parking structure containing 360 spaces * New public transient docks * 28 foot-wide waterfront promenade * Wetland park	Massing -- Massing will change after 4/26/11 BOS hearing. Previously: 19-story hotel with 5-story parking structure, 225' tall, on northern half of parcel with view corridor and wetland park on southern half Parking -- All project required parking to be located on site	Proprietary -- Term sheet action by BOS February 2007 Regulatory -- DCB initial hearing May 2006, conceptual approval on June 2006. RPC filing on November 2006. RPC continued the item from 10/29/08, and on 10/14/09 requested a DCB review for promenade improvements prior to returning on 2/3/10. DCB approval of promenade improvements on 12/17/09. RPC continued item on 2/3/10. RPC approval of Tentative Tract Map, CDP, CUP, Parking Permit, Variance and FEIR for landside on 3/10/10. RPC approval of CDP for wetland park and Plot Plan for waterside on 3/10/10. Project appealed to BOS; on April 26, 2011, the BOS asked that the remodified hotel design return to RPC and DCB for reconsideration.	CDP required from CCC for waterside improvements
4	10/FF -- Neptune Marina/ Legacy Partners	Sean McEachorn	* 526 apartments * 161-slip marina + 7 end-ties * 28 foot-wide waterfront promenade * Replacement of public parking both on and off site	Massing -- Four 55' tall clustered 4-story residential buildings over parking with view corridor Parking -- 1,012 project required parking spaces to be provided (103 public parking spaces to be replaced off site)	Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008. SCHC voted on 8/10/11 to support recommendation for renewal of the lease agreement. Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006; Scoping meeting held on April 23, 2007. DCB approval of promenade improvements on 12/17/09. RPC certified EIR on 3/10/10 and recommended approval of Plan Amendment, CDP, CUP and Variance to BOS. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11; on April 26, 2011, the BOS approved the project and certified the EIR.	LCP amendment to allow apartments on Parcel FF, remove Open Space category, and transfer development potential from other development zones Parking permit to allow 103 replacement public parking spaces off site Variance for enhanced signage and reduced setbacks
5	100/101 -- The Shores/ Del Rey Shores	Jerry Epstein/ David Levine	* 544-unit apartment complex * 10 new public parking spaces	Massing -- Twelve 75' tall 5-story residential buildings Parking -- All parking required of the project to be located on site plus 10 public beach parking spaces	Proprietary -- Lease extension Option approved by BOS December 2006. 18-month extension of Option approved by BOS on 12/15/09. BOS approved modifications to the form of Amended and Restated Lease Agreement on 2/15/11. Regulatory -- DCB concept approval 1/20/05. RPC approval June 2006; BOS heard appeal February 2007; and approved project March 2007. DCB final review 7/19/07. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08. Building permit issued 3/3/11; construction started 3/18/11.	Variance for enhanced signage
6	95/LLS -- Marina West Shopping Center/Gold Coast	Michael Pashaie/ David Taban	*23,500 square feet of commercial/retail/restaurant and public park component.	Massing -- Single story buildings Parking -- All parking required of the project to be located on site	Proprietary -- New Term sheet to be negotiated. Regulatory -- To be determined.	No Variance proposed
7	145 -- Marina International Hotel/ IWF Marina View Hotel	Dale Marquis	* Complete renovation of 134 rooms	Massing -- Two 3-story buildings, 42' and five 1-story bungalows, 22' Parking -- 208 parking spaces.	Proprietary -- BOS action on term sheet on 2/16/10. BOS extended the lease term for 39 years on 2/08/11. Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by DRP May 2009; 30-day public review period of the MND was 3/10/10 through 4/09/10. SCHC reviewed MND on 12/14/10. BOS certified the MND on 2/08/11. Site Plan Review application approved by DRP on 4/20/11. DCB approval of final disign granted on 7/20/11.	No Variance proposed
8	OT -- Oceana Retirement Facility/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	* 114-unit congregate care units plus ancillary uses * 3,500 square feet of retail space * Replacement of 92 public parking spaces on site * Public accessway from Washington to Admiralty	Massing -- One 5-story residential (senior) building over ground-floor retail and parking; 65' tall Parking -- On-site parking includes all required project parking, 92 public parking spaces (94 public parking spaces to be replaced off site near Marina Beach)	Proprietary -- Lease documents approved by BOS July 2008. Regulatory -- DCB conceptual approval on August 2005; RPC filing May 2006. DCB approval of pedestrian plaza on 2/17/10. RPC continued project on 10/21/09 to 12/16/09. RPC certified EIR 4/28/10 and recommended approval of Plan Amendment, CDP, CUP, and Parking Permit to BOS. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11; On April 26, 2011, the BOS approved the project and certified the EIR;	LCP amendment to create Active Seniors Accommodations Land Use Category and rezone OT from Parking to Active Seniors Accommodations with Mixed Use Overlay Zone, and transfer development potential between Development Zones Parking permit for senior retirement facility and to allow some replacement public parking off site. No Variance proposed
9	125 -- Marina City Club	Karen Seemann	* 282 slip marina will be reconstructed * Marina Walk and fire access improvements with new pavers, railing, landscape and pedestrian amenities.	Massing -- No modifications to existing buildings proposed. Parking -- Existing 361 shared parking spaces will remain unchanged.	Proprietary -- Lease amendment adopted by BOS on 7/6/10. Regulatory -- DCB conceptual promenade design review approved on 11/17/10. DRP Site Plan Review application filed 10/26/10. Proposed marina replacement is included in the County's master waterside CDP application to CCC. Reconstruction of Marina Walk and docks is anticipated from September 2011 through August 2013. Final approval of promenade improvements granted by DCB on 3/16/11.	CDP for waterside is needed from Coastal Commission No Variance proposed
10	21 -- Holiday Harbor Courts/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	<u>Phase 1</u> * 5-story, 29,300 square-foot mixed-use building (health club, yacht club, retail, marine office) * 92-slip marina * 28 foot-wide waterfront promenade and pedestrian plaza <u>Phase 2 (Parcel C)</u> * Westernmost portion of land to revert to County for public parking	Massing -- One 56' tall commercial building with view corridor/community park Parking -- Six-level parking structure (447 spaces) to contain: all project required parking, 94 (replacement for OT) spaces and Parcel 20 boater parking	<u>Phase 1</u> Proprietary -- Lease option documents approved by BOS July 2008. Option has expired. Regulatory -- DCB conceptual approval on August 2005. RPC filing September 2006. DCB approval of promenade on 2/17/10. RPC certified EIR and approved CDP, CUP, and Parking Permit on 4/28/10. Appeal to BOS filed 5/12/10; on April 26, 2011, the BOS approved the project and certified the EIR. <u>Phase 2 (Parcel C)</u> DCB hearing March and April 2006 on transfer of leasehold to County. Item continued.	CDP for landside from Regional Planning CDP for waterside from Coastal Commission No Variance proposed
11	42/43 -- Marina del Rey Hotel/ IWF MDR Hotel	Dale Marquis	* Complete renovation of existing 154-room hotel and new 277-slip marina.	Massing -- 36' tall hotel building Parking -- 372 Parking spaces	Proprietary -- Term sheets initialed; Parcel 42 on 9/7/09 and Parcel 43 on 8/31/09. On 5/17/11 BOS approved Option to bifurcate Parcels 42 and 43 into separate leaseholds, expand Parcel 43 water premises, and extend lease for 39 years. Regulatory -- DRP application for environmental review only was signed by DBH on 4/28/10. MND public review period ended 12/20/10. SCHC reviewed MND and Option on 3/9/11. BOS certified MND on 5/17/11.	No Variance proposed
12	44 - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	* Build 5 new visitor serving commercial and dry storage buildings * 91,090 s.f. visitor serving commercial space * 143 slips + 5 end ties and 234 dry storage spaces	Massing -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 655" tall. 771.5 lineal feet view corridor proposed Parking -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking	Proprietary -- Term sheet to be negotiated. Regulatory -- Initial DCB review during the October 2008 meeting, but project will be revised.	Shared Parking Agreement No Variance proposed
13	52/GG -- Boat Central/ Pacific Marina Development	Jeff Pence	* 345-vessel dry stack storage facility * 30-vessel mast up storage space * 5,300 s.f. County boatwright facility	Massing -- 81.5' high boat storage building partially over water and parking with view corridor Parking -- All parking required of the project to be located on site, public parking to be replaced on Parcel 56	Proprietary -- Term sheet action by BOS on July 2006; SCHC approved Option March 2007; BOS approved Option May 2007. BOS granted extension and modification of Option on 11/10/09. Regulatory -- DCB review continued on March 2007, project disapproved on May 2007. DRP application filed December 2008. Screencheck Draft EIR received July 2009. 2nd Screencheck Draft EIR received June 2010. Updated 2nd DEIR agency review period 12/06/10 through 1/05/11. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11. Overall project has yet to be heard by BOS.	LCP amendment to rezone site to Boat Storage and to transfer Public Facility use to another parcel. Variance for reduced setbacks and Architectural Guidelines requiring that structures beat least 15 ft. from bulkhead
14	55/56/W -- Fisherman's Village/ Gold Coast	Michael Pashaie/ David Taban	* 132-room hotel * 65,700 square foot restaurant/retail space * 30-slip new marina * 28 foot-wide waterfront promenade	Massing -- Nine mixed use hotel/visitor-serving commercial/retail structures (8 1- and 2-story and 1 60'-tall hotel over ground floor retail/ restaurant), parking structure with view corridor Parking -- On-site parking includes all project required parking, parking for Parcel 61 lessee (Shanghai Reds) and replacement parking from Parcel 52	Proprietary -- Lease extension Option approved by BOS December 2005. Option expired Regulatory -- DCB review continued on May 2006, conceptual approval in July 2006. DRP application filed May 2007. Screencheck DEIR in review.	Shared Parking Agreement Variance for reduced setbacks (side and waterfront)
15	64 -- Villa Venetia/ Lyon	Peter Zak	* Complete leasehold renovation	Massing -- Existing 224 units in 3 stories with portions over parking Parking -- All parking located on site	Proprietary -- BOS action on term sheet on 2/2/10. BOS approved assignment of Lease Option to Archstone Property Holdings, LLC., and extension of the Option Agreement expiration date to 12/31/11. Regulatory -- Project has changed from redevelopment to refurbishment. Initial Study received by DRP May 2009. MND was recirculated with 30-day public review period 7/5/10 through 8/4/10. SCHC reviewed MND on 9/08/10. BOS certified MND on 9/14/10. Site Plan application in DRP approved 11/9/11. DCB final concept approved 11/17/10.	No Variance proposed

Note: Height information for projects will be shown as information becomes available.

PROJECT STATUS REPORT - KEY



Slip Count Survey-Vacancy
Marina del Rey
Aug-11

		18-25			26-30			31-35			36-40			41-45			46-50			51 plus		Total	Total	TTL %VAC
MARINA	VACANT	AVAIL	%VAC	VACANT	AVAIL	%VAC	VACANT	AVAIL	%VAC	VACANT	AVAIL	%VAC	VACANT	AVAIL	%VAC	VACANT	AVAIL	%VAC	VACANT	AVAIL	%VAC	Vacant	Avail	
P7	0	8	0.00%	0	80	0.00%	0	44	0.00%	3	42	7.14%	2	12	16.67%	1	7	14.29%	5	21	23.81%	11	214	5.14%
P8	0	0		0	67	0.00%	7	91	7.69%	4	63	6.35%	1	9	11.11%	0	0		0	0		12	230	5.22%
P10	0	12	0.00%	7	126	5.56%	2	22	9.09%	3	20	15.00%	0	0		0	0		0	0		12	180	6.67%
P12	0	0		0	0		0	30	0.00%	9	53	16.98%	4	58	6.90%	6	44	13.64%	5	31	16.13%	24	216	11.11%
P13	0	0		1	3	33.33%	2	33	6.06%	7	70	10.00%	7	36	19.44%	2	36	5.56%	2	8	25.00%	21	186	11.29%
P15	8	106	7.55%	3	32	9.38%	3	40	7.50%	0	20	0.00%	5	20	25.00%	10	18	55.56%	0	0		29	236	12.29%
P18	15	198	7.58%	11	68	16.18%	0	41	0.00%	0	39	0.00%	0	26	0.00%	4	18	22.22%	0	34	0.00%	30	424	7.08%
P20	8	42	19.05%	6	59	10.17%	0	21	0.00%	0	9	0.00%	0	8	0.00%	0	0		0	0		14	139	10.07%
P21	58	121	47.93%	11	51	21.57%	0	0		0	10	0.00%	0	0		0	0		0	0		69	182	37.91%
P28	0	0		61	182	33.52%	36	100	36.00%	11	82	13.41%	0	0		2	9	22.22%	0	2	0.00%	110	375	29.33%
P30	0	8	0.00%	6	70	8.57%	2	51	3.92%	0	33	0.00%	0	26	0.00%	0	52	0.00%	4	55	7.27%	12	295	4.07%
P41	6	90	6.67%	8	24	33.33%	6	34	17.65%	0	0		0	0		0	0		0	0		20	148	13.51%
P42-43	53	109	48.62%	46	120	38.33%	18	70	25.71%	5	36	13.89%	0	0		3	10	30.00%	2	4	50.00%	127	349	36.39%
P44 (P45)	111	269	41.26%	3	51	5.88%	9	71	12.68%	0	0		0	0		0	0		0	0		123	391	31.46%
P47	16	53	30.19%	36	81	44.44%	16	29	55.17%	0	6	0.00%	1	1	100.00%	1	1	100.00%	0	0		70	171	40.94%
P53	0	34	0.00%	0	23	0.00%	1	37	2.70%	0	9	0.00%	0	0		0	0		0	0		1	103	0.97%
P54	0	0		0	3	0.00%	0	0		7	24	29.17%	0	6	0.00%	0	7	0.00%	1	14	7.14%	8	54	14.81%
P111	0	20	0.00%	0	27	0.00%	0	2	0.00%	0	15	0.00%	0	0		0	8	0.00%	11	39	28.21%	11	111	9.91%
P112	1	100	1.00%	0	0		0	11	0.00%	0	24	0.00%	0	0		0	0		5	40	12.50%	6	175	3.43%
P125I	2	13	15.38%	28	118	23.73%	12	88	13.64%	12	60	20.00%	0	11	0.00%	6	22	27.27%	4	8	50.00%	64	320	20.00%
P132	5	29	17.24%	0	3	0.00%	6	68	8.82%	3	58	5.17%	0	45	0.00%	0	39	0.00%	0	20	0.00%	14	262	5.34%
																			39	276	14.13%	39	276	14.13%
TOTAL	283	1212	23.35%	227	1188	19.11%	120	883	13.59%	64	673	9.51%	20	258	7.75%	35	271	12.92%	39	276	14.13%	788	4761	16.55%