



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



July 9, 2002

STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

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:

**APPROVAL TO EXTEND LEASE
AMENDMENT NO. 9 TO LEASE NO. 19948 - PARCEL 47U
S.M.Y.C. MARINA - MARINA DEL REY
(FOURTH DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that proposed Lease Amendment No. 9 is categorically exempt under the California Environmental Quality Act pursuant to class 1 (r) of the County's Revised Environmental Document Reporting Procedures and Guidelines.
2. Authorize Chair to execute the attached Lease Amendment No. 9 (Amendment) with S.M.Y.C. Marina, a California limited partnership, to Lease No. 19948 – Parcel 47U, Marina del Rey, reflecting a three-year extension of the current term, automatically extended for an additional five-years, but cancelable during such extended term by either party upon six-months' written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This three-year lease extension is being requested as an interim planning step to accommodate the Santa Monica Windjammers Yacht Club's (SMWYC) need for stability while the County assists SMWYC in trying to relocate elsewhere in Marina del Rey in order that the landside portion of the leasehold can be used by the County to expand the adjacent Chace Park (the waterside portion of the leasehold will also be within the control of the County and remain rented to recreational slip tenants). The current lease to S.M.Y.C. Marina, a California limited partnership, of which SMWYC is the general partner and sublessee of the

leasehold, expires on July 31, 2002. The County has offered a three-year extension of the current lease on the same terms and conditions, automatically renewable for up to five successive one-year periods, not to exceed a total of five additional years. During the extended period after the initial three-year term, the lease is terminable by either party upon six-months' written notice.

Implementation of Strategic Plan Goals

This proposed action promotes and furthers the Board-approved Strategic Plan Goal of "Service Excellence" (by providing the yacht club continued accommodations) and the Department's Strategic Plan Objective of effectively meeting the needs of the public, one of its primary clients, through management of Marina del Rey for the public's access and enjoyment. The proposed action also promotes the Board-approved Strategic Plan Goal of "Fiscal Responsibility" (revenue will be earned through the yacht club's continued use of County land).

FISCAL IMPACT/FINANCING

The proposed Lease Amendment No. 9 provides for the SMWYC to continue its occupancy and yacht club operation under the same terms and conditions existing under the current lease. The lessee paid County rent of approximately \$228,000 in its most recent fiscal year and all percentage rents applicable to the leasehold are at or above current fair market rates for the Marina. There will be no fiscal impact on County revenue generated from this leasehold, however, costs of consultants and primary County staff involved in these negotiations will be borne by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County originally entered into a 30-year lease with D-H Marine, Inc. in August 1972. The lease was assigned to S.M.Y.C. Marina, a California limited partnership, in January 1985. At the time of the assignment, S.M.Y.C. Marina subleased the premises to its general partner, Santa Monica Yacht Club. In 1999, the Santa Monica and Windjammers Yacht Clubs merged, forming the current general partner/sublessee SMWYC.

Since its inception, S.M.Y.C. Marina, through its general partner and sublessee Santa Monica Yacht Club and later through the merged SMWYC, has been an integral part of the Marina del Rey community. SMWYC conducts regattas, races, educational activities in boating safety and boat handling, junior programs and other competitive activities and, in addition, provides guest slips and landside facilities for visiting yachtsmen on a reciprocal basis with other yacht clubs. The proposed interim extension will allow for the continuation of these activities during the period we assist SMWYC in trying to relocate in Marina del Rey.

The Department's vision for Marina del Rey includes an expansion of Chace Park to include the Parcel 47U leasehold and the eventual creation of an aquatic center in the park to provide enhanced water-based programs for County youth, as well as expanded recreational opportunities for County residents and visitors. In order to facilitate the eventual relocation of the yacht club, the Department is pursuing discussions with other Marina lessees regarding potential permanent locations for the yacht club that will allow the club to continue its activities and programs in the Marina.

On the 14th day of May 2002, the Small Craft Harbor Commission unanimously approved the Director's recommendation to approve the extended lease. County Counsel has approved the lease as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Lease Amendment No. 9 is categorically exempt under the provisions of the California Environmental Quality Act pursuant to class 1 (r) of the County's Environmental Document Reporting Procedures and Guidelines.

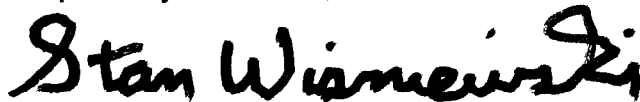
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Authorize the Executive Officer/Clerk of the Board to execute and send three copies of Lease Amendment No. 9 to the Department of Beaches and Harbors.

Respectfully submitted,



Stan Wisniewski, Director

SW:kg

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

AMENDMENT NO. 9 TO LEASE NO. 19948
PARCEL NO. 47U - MARINA DEL REY SMALL CRAFT HARBOR

EXTENSION OF LEASE TERM

THIS AMENDMENT TO LEASE is made and entered into this _____ day of _____, 2002 (the "Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES,
hereinafter referred to as "County",

AND

S.M.Y.C. MARINA, a California limited
partnership, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 19948 under the terms of which County leased to Lessee's predecessor in interest that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 47U, which leasehold premises (the "Premises") are more particularly described in Exhibit "A" attached to and incorporated in said lease, (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 2 of the Lease provides that the term of lease shall be thirty (30) years, which expires on July 31, 2002 (hereafter referred to as "Original Expiration Date"); and

WHEREAS, the Premises is currently adjacent to the Burton Chace Park, Marina del Rey, and the parties hereto agree that additional time is needed to plan for an expansion of said park and the possible relocation of the Lessee to elsewhere in the Marina; and

WHEREAS, the parties hereto have reached agreement with respect to an extension of the term of the Lease without change to any of the other terms and conditions of said Lease; and

NOW, THEREFORE, in consideration of the mutual agreements, covenants and restrictions contained herein, the parties, and each of them, agree as follows:

1. **TERM.** Commencing as of the Effective Date, Section 2 (TERM) of the Lease is hereby deemed deleted and the following is deemed substituted therefore:

"The term of the Lease commenced on the first day of August, 1972 and shall terminate on July 31, 2005. Notwithstanding the above termination date, the term of the lease shall be further extended for a period not to exceed five additional years from August 1, 2005 to no later than July 31, 2010 (the "Extended Term"). During the Extended Term either party may terminate the Lease by giving the other party six months advance written notice,

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by certified or registered mail, of its desire to terminate the Lease. Notice shall be deemed effective when placed in United States Mail."

2. MISCELLANEOUS. Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges its respective obligations under the Lease as amended hereby. Without limiting the foregoing, the annual calendar year adjustment of annual square foot rentals required by Section 12, shall continue to occur each year during the revised term of the Lease as provided for in this Amendment No. 9.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed the same.

LESSEE:
S.M.Y.C. MARINA, a California limited
partnership

By: WARREN S. FOX
WARREN S. FOX
COMMODORE, SMYCA

By: GENARIE BARTING, SMYCA MARINA

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN, County Counsel

By: _____
Deputy

AMENDMENT NO. 9 TO LEASE NO. 19948
PARCEL NO. 47U - MARINA DEL REY SMALL CRAFT HARBOR

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BY AND BETWEEN

COUNTY OF LOS ANGELES,
hereinafter referred to as "County",

AND

S.M.Y.C. MARINA, a California limited
partnership, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 19948 under the terms of which County leased to Lessee's predecessor in interest that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 47U, which leasehold premises (the "Premises") are more particularly described in Exhibit "A" attached to and incorporated in said lease, (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

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WHEREAS, the Premises is currently adjacent to the Burton Chace Park, Marina del Rey, and the parties hereto agree that additional time is needed to plan for an expansion of said park and the possible relocation of the Lessee to elsewhere in the Marina; and

WHEREAS, the parties hereto have reached agreement with respect to an extension of the term of the Lease without change to any of the other terms and conditions of said Lease; and

NOW, THEREFORE, in consideration of the mutual agreements, covenants and restrictions contained herein, the parties, and each of them, agree as follows:

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IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed the same.

LESSEE:
S.M.Y.C. MARINA, a California limited
partnership

By: Warren S. Fox
WARREN S. FOX
COMMODORE, SMWYC
By: GENERAL PARTNER, SMYC MARINA

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN, County Counsel

By: _____
Deputy