

SMALL CRAFT HARBOR COMMISSION September 18, 2019 10:00 A.M.

SPECIAL MEETING

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

Kerry Silverstrom
Chief Deputy
John Kelly
Deputy Director

Amy M. Caves
Deputy Director

Caring for Your Coast

Audio

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. 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.

3. *** COMMUNICATION WITH THE COMMISSIONERS

This is the opportunity for members of the Commission to provide notification to the public regarding any communication received by the Commissioners from the public, lessees, or other interested parties regarding business of Marina del Rev.

4. **REGULAR REPORTS**

(iii) a. Marina Sheriff

(DISCUSS REPORTS)

- Crime Statistics
- Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages

b. Marina del Rey and Beach Special Events

(DISCUSS REPORT)

m) c. Marina Boating Section Report

(VERBAL REPORT)

d. Marina del Rey Maintenance Report

(VERBAL REPORT)

6. OLD BUSINESS

a. Boating Safety Meeting Review and Comments

(DISCUSSION)

7. **NEW BUSINESS**

(Hotel Parcel) The Ritz-Carlton-Marina del Rey

(ENDORSEMENT)

b. Consent to Assignment of Lease No. 77827 – Parcel 8
 (Avalon Marina Bay) at 14015 W. Tahiti Way, Marina del Rey

(ENDORSEMENT)



Small Craft Harbor Commission Agenda for September 18, 2019 Page 2 of 2

8. **STAFF REPORTS**

Ongoing Activities

- Board Actions on Items Relating to Marina del Rey

- Regional Planning Commission's Calendar
- California Coastal Commission Calendar
- Redevelopment Project Status Report
- Design Control Board Minutes
- Marina del Rey Slip Report
- California Coastal Commission Slip Report
- Fisherman's Village Progress Report
- Illegal Boat Charter Enforcement

9. **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 interpreter esta informacion llame al (424) 526-7777.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (424) 526-7752 (Voice) or (TTY/TDD) users, please call the California Relay Service at 711. The ADA Coordinator may be reached by email at rstassi@bh.lacounty.gov.

(DISCUSS REPORTS)



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MARINA DEL REY STATION PART I CRIMES JULY 2019



	West	East	Lost	Marina	Upper	County	Lower	Windsor	View		
	Marina	Marina	R.D.	Water	Ladera	Area	Ladera	Hills	Park	Parks	TOTALS
	2760	2761	2762	2763	2764	2765	2766	2767	2768	2791	
Homicide											0
Rape								2	1		3
Robbery: Weapon				1			1		1		3
Robbery: Strong-Arm						3		1	1	2	7
Aggravated Assault	1	2						3	3		9
Burglary: Residence	1						1	3	2		7
Burglary: Other Structure		2				1	2				5
Grand Theft	10	3		3	1			1			18
Grand Theft Auto	2							2	1		5
Arson											0
Boat Theft											0
Vehicle Burglary	2	1			1	2	3	5	1	4	19
Boat Burglary				2							2
Petty Theft	9	1	1	1		1	2	4	5		24
REPORTING											
DISTRICTS TOTALS	25	9	1	7	2	7	9	21	15	6	102

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

Source- LARCIS, Date Prepared August 06, 2019 CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES – JULY 2019





Community	Upper	Lower
Advisory	Ladera	Ladera
Committee	2764	2766
Homicide		
Rape		
Robbery: Weapon		1
Robbery: Strong-Arm		
Aggravated Assault		
Burglary: Residence		1
Burglary: Other Structure		2
Grand Theft	1	
Grand Theft Auto		
Arson		
Boat Theft		
Vehicle Burglary	1	3
Boat Burglary		
Petty Theft		2
Total	2	9

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

Source- LARCIS, **Date Prepared August 06, 2019** CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- JULY 2019





	MARINA AREA	EAST END
	(RD'S 2760-	(RD'S 2764-
Part I Crimes	2763)	2768)
Homicide		
Rape		
Robbery: Weapon		1
Robbery: Strong-Arm		
Aggravated Assault		
Burglary: Residence		1
Burglary: Other Structure		2
Grand Theft	1	
Grand Theft Auto		
Arson		
Boat Theft		
Vehicle Burglary	1	3
Boat Burglary		
Petty Theft		2
Total	2	9

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

Source- LARCIS, **Date Prepared – August 06 2019** CRIME INFORMATION REPORT - OPTION 5A



MARINA DEL REY HARBOR LIVEABOARD COMPLIANCE REPORT 2019



Liveaboard Permits Issued											
	June	July									
New permits Issued:	3	4									
Renewal Issued:	17	22									
Total:	20	26									
Notices to Comply Issued:	15	11									

Totals:	June	July
Liveaboard:	331	333
Current Permits:	240	244
Expired Permits:	76	73
No Permits:	15	16

Total reported vessels in Marina del Rey Harbor: 3758

Percentage of vessels that are registered liveaboards 8.86%

Number of currently impounded vessel:



Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy
John Kelly
Deputy Director

Amy M. Caves
Deputy Director

September 18, 2019

TO:

Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: 'ITEM 5b - MARINA DEL REY SPECIAL EVENTS

THE FREE RIDE

Daily service 12:00 p.m. – 9:00 p.m.

Catch free on-demand transportation aboard a five-passenger electric shuttle. The service provides transportation to attractions within Marina del Rey, including Fisherman's Village, Burton Chace Park, Waterside Shopping Center, and many restaurants. Select shuttles also travel to the Venice Pier and to Abbot Kinney Blvd. in Venice.

Wave down a Free Ride car and hop in, or text your pick-up location and passenger count to (323) 435-5000. Please allow 10 – 15 minutes for pick-up. Kids must be big enough to use a regular seatbelt; child-safety seats are not provided. Dogs are welcome.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900

BURTON CHACE PARK YOGA

Burton Chace Park ◆ Community Room* ◆ 13650 Mindanao Way ◆ Marina del Rey Sundays & Mondays
11:30 a.m. – 12:30 p.m.

Get your Namaste on by taking part in the Department of Beaches and Harbors' (Department) FREE one-hour Yoga class, which will allow you to reduce your stress, enjoy the outdoors, and relax your body! Students must bring his/her own mat.

*If weather permits, class will be taught outdoors.

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For more information: Call (424) 526-7910 or visit beaches.lacounty.gov

BURTON CHACE PARK WALKING CLUB

Burton Chace Park ♦ Lobby ♦ 13650 Mindanao Way ♦ Marina del Rey Tuesdays & Thursdays 10:30 a.m. – 11:30 a.m.

The Department is sponsoring a FREE one-hour walking club. Get your exercise while taking in the beautiful view of the Marina del Rey harbor. Please RSVP by calling (424) 526-7910.

For more information: Call (424) 526-7910 or visit beaches.lacounty.gov

BEACH EATS! GOURMET FOOD TRUCKS

Marina "Mother's" Beach ♦ 4101 Admiralty Way ♦ Marina del Rey Thursdays through September 26, 2019 5:00 p.m. – 9:00 p.m.

The Department hosts a weekly gourmet food truck event in Marina del Rey that offers a variety of delectable savory foods and desserts. Plus, eventgoers can listen to live music and picnic on the beach. The weekly assortment of trucks will vary with menu options such as gourmet burgers, hot dogs, tacos, lobster rolls, ice cream, cupcakes, and more. Paid parking is available in County Lot #10 for 25 cents for every 10 minutes.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

BEACH SHUTTLE

Fridays and Saturdays from 10:00 a.m. – 10:00 p.m. Sundays and select Holidays* from 10:00 a.m. – 8:00 p.m.

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and the Venice Beach Pier, and enjoy the surf, sand and surroundings of Marina del Rey in a hassle-free and relaxing way. The Beach Shuttle operates year-round on weekends and select holidays.*

*New Year's Day, Memorial Day, July 4th, Labor Day, and Christmas.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

Small Craft Harbor Commission September 18, 2019 Item 5b Page 3

MARINA DEL REY FARMERS' MARKET

Parking Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey Saturdays 9:00 a.m. – 2:00 p.m.

The Department, in collaboration with Southland Farmers' Markets Association, is offering the Marina del Rey Farmers' Market on Saturdays. The Marina del Rey Farmers' Market offers fresh, locally-grown organic and conventionally grown fruits and veggies. Also available are prepared and packaged foods, hand-crafted products and much more! Paid parking is available for 25 cents for every 10 minutes.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

13755 Fiji Way ♦ Marina del Rey Sponsored by Pacific Ocean Management, LLC Saturdays & Sundays 2:00 p.m. – 5:00 p.m.

> Saturday, September 21st Charangoa (Latin/Salsa)

Sunday, September 22nd 2Azz1 (Jazz/Funk)

Saturday, September 28th

Jimbo Ross and The Bodacious Blues Band (Blues/Zydeco)

Sunday, September 29th Chazzy Green "The Funky Sax Man"

For more information: Call Pacific Ocean Management at (310) 306-0400

FREE MARINA MOVIE NIGHTS

Burton Chace Park ◆ 13650 Mindanao Way ◆ Marina del Rey Through September 28, 2019 Movie start time: 8:00 p.m.

The Department presents the return of Free Marina Movie Nights at Burton Chace Park. This summer pack your picnic baskets and bring the family out to the park on Saturday nights to enjoy our outdoor movie screening under the stars.

Small Craft Harbor Commission September 18, 2019 Item 5b Page 4 Movie Lineup:

September 21st Solo: A Star Wars Story

September 28th Beetlejuice

For more information: Call the Marina del Rey Visitor Center at (424) 526-7900 or visit

beaches.lacounty.gov

MARINA SPOOKTACULAR"

Burton Chace Park ◆ 13650 Mindanao Way ◆ Marina del Rey October 26 – 27, 2019 11:00 a.m. – 9:00 p.m.

Halloween comes to Marina del Rey! Join us at Burton Chace Park for a family-friendly harvest celebration during the day and spine-tingling thrills at night. Enjoy haunted pirate ships, games, rides, crafts, pirates, and much more! All ages welcome; however, evening activities are recommended for ages 13 and older. Admission is free. Food and beverages will be available for purchase. Don't miss the JAM Sessions experience at Marina Spooktacular!

For more information: Call (424) 526-7900 or visit beaches.lacounty.gov/halloween

GJ:CB:da



September 18, 2019

Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

John Kelly

Deputy Director

Amy M. Caves Deputy Director

To:

Small Craft Harbor Commission

From:

Gary Jones, Director

Subject:

ITEM 6a - BOATING SAFETY MEETING REVIEW AND COMMENTS

Item 6a on your agenda is the review and discussion of the results of the Boating Safety Meeting held on June 24, 2019.

GJ:AC:SP yw



September 18, 2019

Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

John Kelly

Deputy Director

Amy M. Caves
Deputy Director

To:

Small Craft Harbor Commission

From:

Gary Jones, Director

Subject:

ITEM 7a – APPROVAL OF AMENDMENT NO. 4 TO MASTER AMENDED AND RESTATED LEASE NO. 55623 TO UPDATE INSURANCE PROVISIONS – PARCEL 125H (HOTEL PARCEL)

THE RITZ-CARLTON MARINA – MARINA DEL REY

Item 7a on your agenda pertains to Amendment No. 4 for Parcel 125H (The Ritz-Carlton), which will update the lease's insurance provisions.

Insurance provisions are updated every 5 years. Percentage and minimum rents are adjusted every 10 years. The next adjustment date for minimum and percentage rents is November 1, 2020.

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

GJ:AC:SP:SVG:at

Attachment



October 15, 2019

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

Dear Supervisors:

Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy
John Kelly
Deputy Director

Amy M. Caves
Deputy Director

APPROVAL OF AMENDMENT NO. 4 TO MASTER AMENDED AND RESTATED LEASE NO. 55623

TO UPDATE INSURANCE PROVISIONS – PARCEL125H (HOTEL PARCEL) THE RITZ-CARLTON – MARINA DEL REY (FOURTH DISTRICT) (4 VOTES)

SUBJECT

This Board Letter requests approval of Amendment No. 4 to Marina del Rey Master Amended and Restated Lease No. 55623 ("Lease") for the Ritz-Carlton Hotel located on Parcel 125H (Hotel Parcel) to modify the insurance requirements.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed Lease Amendment No. 4 is categorically exempt from the California Environmental Quality Act pursuant to Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines and Section 15301 of the State CEQA Guidelines (Existing Facilities).
- Approve and authorize the Chair to execute the attached Amendment No. 4 to Lease No. 55623, pertaining to the readjustment of the insurance for a five-year period ending November 6, 2021.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Ground leases of County-owned property in Marina del Rey generally provide for the periodic review of liability insurance coverage to ensure that the amount of general liability insurance is adequate to protect the County's interests.

The Honorable Board of Supervisors October 15, 2019 Page 2

Section 11.03 of the Lease provides the amounts of liability insurance required by said Section shall be subject to negotiation every fifth (5th) anniversary of the commencement date of the term (November 7, 1986), just as the amounts of rent are adjusted pursuant to the Lease.

The proposed Amendment No. 4 incorporates changes to the Lease's indemnity clause, insurance requirements, and miscellaneous insurance provisions to conform to the Chief Executive Office Risk Management Branch's current and more stringent requirements.

Implementation of Strategic Plan Goals

The recommended action will incorporate new insurance provisions in fulfillment of County Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, and County Strategy III.3.2 by managing and maximizing County assets.

FISCAL IMPACT/ FINANCING

There will be no fiscal impact from your Board's approval of Amendment No. 4.

Operation Budget Impact

There will be no operating budget impact from your Board's approval of Amendment No. 4.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the Ritz-Carlton, Parcel 125H (Hotel Parcel) consists of a 12-story hotel with 304 rooms and suites. The property was improved with two restaurants, spa retreat, tennis courts, pool, spa, promenade, and a covered parking structure.

The County and MDP, LTD., a California corporation entered into that certain Master Amended and Restated Lease on November 7, 1986 ("Lease") to provide an 80-year term for the newly created parcel of County-owned land commonly known as Parcel 125H (Hotel Parcel) in Marina del Rey. The lease was later assigned to Host Hotels and Resorts, L.P. a Delaware limited Partnership.

Amendment No. 4 has been approved as to form by County Counsel. At its meeting of ______, the Small Craft Harbor Commission ______ the Department of Beaches and Harbors recommendation that your Board approve and execute Amendment No. 4.

Leases of County-owned property in Marina del Rey are authorized by Government Code Sections 25536 and 25907.

The Honorable Board of Supervisors October 15, 2019 Page 3

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment No. 4 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1(r) of the County's Environmental Document Reporting Procedures and Section 15301 of the CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's approval of Amendment No. 4.

CONCLUSION

Please have the Chair of the Board of Supervisors sign all three copies of Amendment No. 4 and have the Executive Officer of the Board, return two (2) executed copies, as well as an adopted-stamped copy of this letter, to the Department of Beaches and Harbors, retaining a copy for your records. Should you have any questions, please contact Maureen Sterling at (424) 526-7740 or msterling@bh.lacounty.gov.

Respectfully submitted,

GARY JONES
Director

GJ: ms

Enclosure

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

AMENDMENT NO. 4 TO LEASE NO. 55623

PARCEL NO. 125H - MARINA DEL REY SMALL CRAFT HARBOR

THIS A	MENDMEN.	T TO LEASE	No. 4 is	made a	and entered	into this_	day of
	_2019 (the "E	Effective Date	e")				_ ,

BY AND BETWEEN

COUNTY OF LOS ANGELES,

hereinafter referred to as "County",

AND

HOST HOTELS & RESORTS, L.P., a Delaware limited partnership hereinafter

referred to as "Lessee."

RECITALS:

WHEREAS, County and MDP, LTD., a California Corporation entered into an Amended and Restated Lease (Hotel Parcel), No. 55623 dated November 7, 1986 in that certain real property located in Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 125H, which leasehold premises (the "Premises") are more particularly and legally described in Exhibit A attached to and incorporated in said Lease, and amended (the Lease and all amendments are collectively hereafter referred to as the "Lease");

WHEREAS, County and MDP. LTD, a California Corporation, and J.H. Snyder Company, enter into a First Amendment to the Amended and Restated Lease No. 55623 (Hotel Parcel);

WHEREAS, MDP, LTD, a California Corporation assigned its entire interest to J.H. Snyder Company, a California limited partnership, pursuant to that Assignment, Assumption and Consent Agreement on the Change of Ownership in the Amended and Restated Lease (Improved Parcel), No. 55624 and the Amendment and Restated Lease (Hotel Parcel), No. 55623, Parcel 125H Marina del Rey Small Craft Harbor, a Memorandum of which was recorded on December 9, 1986, as Instrument No. 86-1703720, Los Angeles Official Records;

WHEREAS, Marina City Club L.P. a California limited partnership, the successor to J.H. Snyder Company, a California limited partnership, assigned its entire interest to MDP, LTD, a California Corporation pursuant to Assignment and Assumption Pursuant to Plan of Reorganization recorded on November 7, 1994, as Instrument No. 94-2018292, Los Angeles County Records;

WHEREAS, MDP, LTD., a California Corporation assigned its entire interest to Host Hotels & Resorts, L.P., a Delaware limited partnership, in accordance with that certain Assignment of Lease and Acceptance of Assignment of Lease effective May 9, 2000, date adopted by the Los Angeles County Board of Supervisors;

WHEREAS, Article 11 of said Lease provides that the amounts of casualty insurance required by said article shall be subject to renegotiation every fifth (5th) anniversary of the Commence Date of the term (November 7, 1986) in the same manner as the amounts of rent to be adjusted under the Lease; and

WHEREAS, the parties hereto have reached agreement with respect to the required adjustments and wish to amend the Lease as set forth herein, effective as of November 7, 2016 ("2016 Insurance Renegotiation Date").

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

1. PROPERTY INSURANCE. Commencing as of the 2016 Insurance Renegotiation Adjustment Date, Article 11.01 of Lease (Property Insurance) is deleted in its entirety and the following substituted therefor:

This section is intentionally left blank.

2. INDEMNIFICATION AND INSURANCE REQUIREMENTS. Commencing as of the 2016 Insurance Renegotiation Date, Article 11 of Lease (Indemnification and Insurance Requirements) is deleted in its entirety and the following substituted therefor:

<u>INDEMNIFICATION AND INSURANCE REQUIREMENTS</u>: During the term of this Lease, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION AND INSURANCE REQUIREMENTS.

The Lessee shall indemnify, defend and hold harmless the County, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Lessee's repair, maintenance and other acts and omissions arising from and/or relating to the Lessee's use of the Premises, except to the extent that damages arise out of the negligence or willful misconduct of the County.

II. GENERAL INSURANCE PROVISIONS - LESSEE REQUIREMENTS.

Without limiting the Lessee's indemnification of County and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee shall obtain and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance

coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Lease. The County in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease.

A. Evidence of Coverage and Notice to County.

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under the Lessee's General Liability policy, shall be delivered to County at the address shown below and provided prior to the start day of this Lease.
- Renewal Certificates shall be provided to County prior to Lessee's policy expiration dates.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Lessee identified in this Lease. Certificates shall provide the full name of each insurer providing coverage and list any County-required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, and notices of cancellation shall be delivered to:

County of Los Angeles Department of Beaches and Harbors Attention: Asset Management Division 13837 Fiji Way Marina del Rey, CA 90292

 Lessee also shall promptly notify County of any third-party claim or suit filed against Lessee which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Lessee and/or County.

B. Additional Insured Status and Scope of Coverage.

The County, which is the County of Los Angeles, its Special Districts,

Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided Additional Insured status under Lessee's General Liability policy with respect to liability arising from or connected with the Lessee's acts, errors, and omissions arising from and/or relating to the Lessee's operations on and/or its use of the Premises. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Lessee's acts or omissions. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance.

Lessee shall provide County with, or Lessee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the County, upon which the County may suspend or terminate this Lease.

Lessee shall notify County if at any time Lessee's insurance no longer meets the requirements of this Lease.

D. Failure to Maintain Insurance.

Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Contractor resulting from said Lease.

E. <u>Failure to Procure Insurance.</u>

In case of failure on the part of Lessee to procure or renew the herein required insurance, County may, at its discretion, procure or renew such insurance and pay any and all premiums in connections therewith and all monies so paid by County shall be repaid, by Lessee, to county upon demand.

F. Insurer Financial Ratings.

Insurance shall be provided by an insurance company legally able to provide insurance in California and acceptable to the County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. However County may allow the use of insurers with a rating of A-VII as long as such insurers represent no more than 10% of Lessee's limits.

G. Lessee's Insurance Shall Be Primary.

Lessee's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to County, except where the claim arises out of the negligence or intentional acts of the County. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

H. Waiver of Subrogation.

To the fullest extent permitted by law, the Lessee hereby waives its and its insurer(s) rights of recovery against County under all required insurance policies for any loss arising from or related to this Lease. The Lessee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

I. <u>Deductibles and Self-Insured Retentions (SIRs).</u>

Lessee's policies shall not obligate the County to pay any portion of any Lessee deductible or SIR.

J. Self Insurance.

If it is no longer prudent to obtain the insurance required hereunder in light of the costs payable for the benefits obtained and Lessee adopts a program of self-insurance that is approved by the Director, such approval not to be unreasonably withheld, then Lessee shall not be in breach hereof if it fails to obtain such insurance. Self-insurance shall be deemed to be fully coverage in the amounts required by this lease.

K. Notice of Intent.

Not less than ninety (90) days prior to the expiration date of the existing insurance, Lessee shall notify the Director of its desire to self-insure.

L. Claims Made Coverage.

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Lessee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

M. <u>Application of Excess Liability Coverage.</u>

Lessee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

N. Separation of Insureds.

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

O. County Review and Approval of Insurance Requirements.

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

P. Submission of Program

Not less than seventy (70) days prior to the expiration of the date of the existing insurance, Lessee shall submit to the Director a complete description of its proposed self-insurance program and sufficient supporting data to enable the Director to make an informed evaluation and decision of Lessee's program.

Q. <u>Director's Right to Challenge.</u>

The Director shall have the right to challenge Lessee's decision to self-insure by written notice given within forty (40) days after Director's receipt of the data required by subsection P, or at any time thereafter.

R. Right to place Insurance.

If the Director challenges the decision to self0insure or the program of self-insurance, County shall have the right to place the insurance otherwise required by this Lease if Lessee does not otherwise obtain the insurance required under this Lease.

S. Arbitration.

Any challenge under this section shall be resolved by binding arbitration in accordance with Section 16.16. Should County prevail, it shall be entitled to recover the cost of any insurance placed by County as well as all other fees and costs.

III. INSURANCE COVERAGE TYPES AND LIMITS

At a minimum, Lessee's insurance coverage shall include Section III provisions A through E below.

A. <u>Commercial General Liability Insurance</u> providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$ 10 million

Products/Completed Operations Aggregate: \$ 10

million Personal and Advertising Injury: \$ 5 million Each Occurrence: \$ 5 million

B. <u>Automobile Liability Insurance</u> (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Lessee's use of autos related to this Lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. <u>Workers Compensation and Employers' Liability</u> insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Lessee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such coverage shall:

- Provide coverage for Lessee's property, and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including earthquake (if Lessee deems it reasonable), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less, except for earthquake, where the deductible shall be equal to 5% of replacement cost including business interruption. The coverage limit for earthquake may be determined by a probable maximum loss study, and the limit may apply jointly for the benefit of other assets owned by Lessee or its parents or affiliates. Insurance proceeds shall be payable to the Lessee and County as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair, restore, and rebuild the Premises shall constitute a material breach of the Lease.

- E. <u>Liquor Liability Insurance</u> (written on ISO policy form CG 00 33 or 34 or their equivalent) shall be provided and maintained by the Lessee if and when the manufacturing, distribution or service of alcoholic beverages occurs on the Premises, with limits of not less than \$5 million per occurrence and \$10 million aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Lease, or replacement coverage shall be maintained until such time.
- 3. <u>WORKMAN'S COMPENSATION INSURANCE.</u> Commencing as of the 2016 Insurance Renegotiation Date, Article 11.04. of Lease (Workman's Compensation Insurance) is deleted in its entirety and the following substituted therefor:

This section is intentionally left blank.

4. FAILURE TO PROCURE INSURANCE. Commencing as of the 2016 Insurance Renegotiation Date, Article 11.05. of Lease (Failure to Procure Insurance) is deleted in its entirety and the following substituted therefor:

This section is intentionally left blank.

IN WITNESS WHEREOF, as of the Effective Date, County has, by order of its Board of Supervisors, caused this Amendment No. 4 to Lease No. 55623 to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Lessee or its duly authorized representative, has executed the same.

HOST HOTELS & RESORTS, L.P. A Delaware limited partnership By: Host Hotels & Resorts, Inc., its general partner Jeffrey S. Clark Name: Vice President Title: COUNTY OF LOS ANGELES By: JANICE HAHN Chair, Board of Supervisors

ATTEST:

By:

Deputy

By:_

CELIA ZAVALA Executive Officer

of the Board of Supervisors

APPROVED AS TO FORM:

MARY C. WICKHAM

Deputy

County Counsel



Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

September 18, 2019

TO:

Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: ITEM 7b - PROPOSED ASSIGNMENT OF LEASE NO. 77827 AVALON MARINA BAY (PARCEL 8T AT 14015 WEST TAHITI WAY)

Item 7b on your agenda is a presentation by department staff regarding the proposed assignment of Lease Agreement No. 77827 for Parcel 8T in Marina del Rey from the current lessee ARCHSTONE MARINA BAY NOMINEE LP, a Delaware limited partnership, to TC Marina Del Rey, LLC, a Delaware limited liability company, CG Marina Del Rey, LLC, a Delaware limited liability company and JSP Marina Del Rey, LLC, a Delaware limited liability company, as tenants in common, under the respective leasehold purchase and sale agreement between the parties.

Your Commission's endorsement of the recommendations in the attached draft Board letter is requested. Staff will inform the Commission should there be any material change made prior to the letter's submission to the Board of Supervisors for approval.

GJ:AC:SP:SVG:lp

Attachments



October 15, 2019

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

Dear Supervisors:



CONSENT TO ASSIGNMENT OF LEASE NO. 77827 AVALON MARINA BAY (PARCEL 8T AT 14015 WEST TAHITI WAY) MARINA DEL REY (FOURTH DISTRICT) (4 VOTES)

SUBJECT

This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 77827 (Lease) for Parcel 8T in Marina del Rey from the current lessee ARCHSTONE MARINA BAY NOMINEE LP, a Delaware limited partnership (Lessee), to TC MARINA DEL REY, LLC, a Delaware limited liability company, CG MARINA DEL REY, LLC, a Delaware limited liability company, and JSP MARINA DEL REY, LLC, a Delaware limited liability company, as tenants in common, under the respective leasehold purchase and sale agreements between the parties.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) because such actions do not constitute a project pursuant to Section 15378 of the CEQA Guidelines.
- 2. Consent to the proposed assignment of the Lease for Parcel 8T to TC MARINA DEL REY, LLC, CG MARINA DEL REY, LLC, and JSP MARINA DEL REY, LLC, as tenants in common (collectively, Assignee).
- 3. Authorize the Director of Beaches and Harbors (Director) to execute any estoppels, consent, or other related documentation necessary to effectuate the assignment of the Lease for Parcel 8T in the form approved by County Counsel and County's outside counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Lessee has requested County's consent to assign its leasehold interest in Avalon Bay Marina (Parcel 8T), which contains 205 apartment units and a 207-boat slip marina, to Assignee, for a price of \$86 million. The Lease requires that the Lessee must obtain the County's consent to the proposed assignment of the lease, which consent may not be unreasonably withheld.

The decision whether to approve the proposed assignment is guided by the criteria within the Department of Beaches and Harbors Department (Department) Policy Statement No. 23 – Assignments of Lease, dated January 16, 1974, which Department staff has reviewed in connection with the proposed assignment, and concluded as follows:

- (a) Financial condition of the proposed assignee. The proposed Assignee's financial documents have adequately demonstrated the ability to capitalize the existing leasehold as well as the funds necessary to maintain it;
- (b) Sale price to be paid for the leasehold as it relates to the development or potential development thereon. The County's appraisal consultant opines the proposed sales price of \$86 million represents the fair market value for the leasehold interest, based on the present income generated by the current uses on the leasehold; and
- (c) Management of the leasehold by the proposed assignee being in the best interest of the whole Marina del Rey. The proposed Assignee's property management company, AMC-CA, INC, has demonstrated the requisite experience required under the Lease in managing apartment complexes similar to the Avalon Marina Bay.

In consultation with County Counsel and outside counsel and the review of the Lease and proposed assignment agreement and related documents as they relate to the above criteria, Department staff determined that the County has no reasonable basis to withhold consent to the proposed assignment. The Department, therefore, recommends that your Board consent to the assignment. Upon the Board's approval of the recommended action, staff will work with the Assignee to finalize all documents, including the estoppels and consent to the assignment, enclosed hereto as Exhibit A.

The terms of the proposed assignment were negotiated by the current Lessee and the Assignee without any involvement by the Department. The scope of the Department's review and evaluation of the proposed assignment was limited to the value of the remaining lease term of the Lease for Parcel 8T, without assuming any grant of extension.

Administrative Charge and Net Proceeds Share

Under the terms of the Lease, the proposed assignment requires that the Lessee (a) reimburse the County for all County's administrative costs in connection with the proposed assignment, and (b) pay a net proceeds share, which according to the formula

The Honorable Board of Supervisors October 15, 2019 Page 3

in the Lease, is the greater of 2% of the gross transfer proceeds (i.e., the sales price) or 8% of the net transfer proceed (i.e., the sales price less the Lessee's basis under Section 4.8 of the Lease). In this case, Lessee has proposed the amount of the net proceeds share of \$1,720,000 based on 2% of the gross transfer proceed of \$86 million. The County is working with its economic consultant to review and analyze the documents related to the net proceeds share and the fair valuation of Parcel 8T leasehold to determine the final net proceeds share amount.

<u>Implementation of Strategic Plan Goals</u>

The recommended actions maximize the use of County assets, guide strategic investments, and support economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

FISCAL IMPACT/FINANCING

County's participation in Assignment of Lease

In connection with the assignment of the leasehold, the Department of Beaches and Harbors will receive approximately \$1.7 million as County's share of the proceeds from the assignment. A majority of the funds will be directed to the Marina ACO Fund to continue to maintain and improve the public areas of the Marina and its infrastructure. The remaining amount will be retained by and allocated to the operating budget for the Department of Beaches and Harbors and will be accounted for as over-realized revenue in FY 2019-20.

Costs of the consultants involved in the assignment of the leasehold are being reimbursed by the Lessee on an ongoing bases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing Lease for Parcel 8T will expire June 7, 2051. Improvements on Parcel 8T consist of 2 4-story residential apartment buildings containing 205 apartment units, and a 207-boat slip marina. Parcel 8T has frontage on Tahiti Way and is located west of Parcel 7 and east of Parcel 9U (see enclosed map).

Upon the consummation of the closing of the sale of the leasehold and subject to County's consent to the proposed assignment, which the Director has been informed is currently expected to occur on or around October 31, 2019, Lessee will assign its interest under the existing Lease to the Assignee. The enclosed Exhibit B illustrates the proposed ownership structure of the Assignee.

Leasing of the County's Marina del Rey real property is authorized by Government Code sections 25907 and 25536.

The Honorable Board of Supervisors October 15, 2019 Page 4

At its September 18, 2019 meeting, the Small Craft Harbor Commission ______ the Director's recommendation that your Board consent to the assignment of the lease for Parcel 8T.

ENVIRONMENTAL DOCUMENTATION

The proposed County consent to assignment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, as the proposed consent to lease assignment is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

It is recommended that your Board approve the proposed assignment of the Lease for Parcel 8T.

Please instruct the Executive Officer of the Board to send an adopted-stamped copy of this letter to the Department of Beaches and Harbors, retaining a copy for your records.

Should you have any questions please contact Linda Phan at (424) 526-7741 or LPhan@bh.lacounty.gov.

Respectfully submitted,

GARY JONES

Director

GJ:AC:SP:SVG:SN:lp

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



September 18, 2019

Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

TO:

Small Craft Harbor Commission

FROM:

ary Jones, Director

SUBJECT:

ITEM 8 - ONGOING ACTIVITIES REPORT

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On July 23, 2019 the Board of Supervisors (BOS) approved revisions to existing fees and new fees charged by the Department of Beaches and Harbors for facilities and services at Marina del Rey and County-owned, controlled and managed beaches, effective June 1, 2019, except for revisions to the parking fees, which will become effective upon Coastal Commission approval. Changes to the existing fees and the implementation of new fees are expected to generate an additional estimated \$873,000 annually when fully implemented and are warranted and appropriate based on a comprehensive review of the fees charged for services provided by the Department.

On September 03, 2019 the BOS approved the Amended and Restated Lease No. 76494 of Santa Monica Yacht Club (Parcel 47), Marina del Rey, pertaining to the extension of the lease term to March 31, 2022, two options to further extend the lease term for five years each, renegotiation of rent, removal of the existing requirement to pursue a replacement facility for the yacht club upon expiration or termination of the lease, and revision of other provisions of the existing lease; and found that the proposed amended and restated lease is exempt from the California Environmental Quality Act.

On September 10, 2019 the BOS approved the Permanent Ordinance to Limit Rent Increases and Provide Tenant Protections.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey were on the Regional Planning Commission's agenda during July and August 2019.

CALIFORNIA COASTAL COMMISSION CALENDAR

No items relating to Marina del Rey were on the July and August 2019 California Coastal Commission agenda.

REDEVELOPMENT PROJECT STATUS REPORT

The updated "Marina del Rey Redevelopment Projects Report" is attached.

Small Craft Harbor Commission September 18, 2019 Item 8 Page 2 of 2

DESIGN CONTROL BOARD MINUTES

The January through July meetings were cancelled due to lack of quorum and lack of new business. The December 2018 meeting minutes are pending approval.

MARINA DEL REY SLIP REPORT

In June 2019, the overall vacancy rate across all anchorages in Marina del Rey stood at 7.9%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 7.2%. The vacancy data by anchorage and slip length are provided in the document attached.

In July 2019, the overall vacancy rate across all anchorages in Marina del Rey stood at 10.2%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 9.5%. The vacancy data by anchorage and slip length are provided in the document attached.

CALIFORNIA COASTAL COMMISSION SLIP REPORT

Pursuant to certain conditions of the Coastal Development Permit (5-11-131) issued by the California Coastal Commission, the County is required to maintain certain minimum thresholds of slip sizes as a percentage of the entire Marina. A report of the percentage of each size category as a percentage of all available slips in the Marina is attached.

FISHERMAN'S VILLAGE PROGRESS REPORT

No further updates for this item.

ILLEGAL BOAT CHARTER ENFORCEMENT

Beaches and Harbors' Code Enforcement Unit continues to monitor and deter illegal charter boat activities at the public launch ramp and Chace Park docks. The US Coast Guard also has an enforcement program in Marina del Rey, and encourages reporting illegal boat charters to its office at (310) 521-3770 or SECLALB@uscq.mil.

GJ:AC:SP:yw

Attachments (5)

Marina del Rey Redevelopment Projects Report As of September 09, 2019

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
9 Proposed Hotel on northern portion of Parcel 9U, wetland park on southern portion.	Sam Hardage	* Proposed dual building hotel, 6-story, 72'-high Marriott Residence Inn, and, 5-story, 61'-high Courtyard Marriott. *New promenade improvements, restaurants and amenities. * Wetland public park project (1.46 acres).	Massing – One six-story, 72' high hotel and one five-story 61' high hotel. Parking – 231 parking spaces serving the hotel and wetland park.	Proprietary Option was approved by BOS on 10/6/15. Lease was executed on July 31, 2017 Regulatory January 6, 2016, the BOS' approval of the hotel project was appealed to the CCC. On May 13, 2016, the CCC granted a time extension, until December 12, 2016, for the wetland park CDP On July 11, 2016, work began on the wetland park. On April 26, 2017, the DCB approved the final design of the hotel project. Construction of the hotel began on August 11, 2017, and anticipated completion date is January 2021.
10/14 (FF) Neptune Marina/ Legacy Partners	Tim O'Brien	* Demolish existing facilities and build 526 apartments. * 161-slip marina + 7 end-ties. * 28 foot-wide waterfront promenade.	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) * Replacement of public parking both on and off site.	Proprietary – December 1, 2015, the BOS agreed to extend the term of the option for up to one year. Lessee submitted Lease Assignments and Assignments of Options to extend existing lease for Parcel 10 and the lease for Parcel 14. The SCHC endorsed the assignments on September 21, 2016 and the BOS approved on October 4, 2016. Parcel 10 and 14 Lease as executed on 12/9/16. Construction commenced on December 14, 2016, and anticipated completion date is October 30, 2019. Regulatory On January 21, 2015, the final project design was approved by the Design Control Board. On December 12, 2016, work began on the project. Project completion is expected in January 2020.

Marina del Rey Redevelopment Projects Report As of September 09, 2019

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
43 Marina del Rey Hotel Anchorage	Jeff Pence	* Demolition of a 349-slip marina and construction of a 277-slip marina.	Massing Parking163 spaces for boaters	Proprietary BOS approved bifurcation of Parcels 42 and 43 into separate leaseholds Lessee exercised its option to expand the lease term. Lease was executed on 12/22/15, and project is under construction. Regulatory Dock replacement will be phased during a 5-year period beginning in 2015. Reconstruction of the docks commenced in November 2016. Regulatory Matter: Parking Permit for reduced Parking.
44 - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	* Build 5 new visitor serving commercial and dry storage buildings * 82,652 s.f. visitor serving commercial space * 141 slips + 5 end ties and 57 dry storage spaces	Massing Four new visitor- serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed. Parking 381 at grade Parking spaces will be provided with shared Parking agreement (402 Parking spaces are required).	Proprietary The lessee initialed a revised Term Sheet on July 9, 2015. On January 13, 2016, SCHC endorsed DBH's recommendation to grant lessee an option to extend the lease term for 39 years. The Grant of Option was approved by the BOS in October 2016. Amended and restated lease was executed on August 24, 2017. Construction began on September 11, 2017. Trader Joe's opened on 4/18/19. Project completion is expected in early 2020. Regulatory February 9, 2016, the BOS approved the project, which was appealed to the CCC. CCC denied the appeal on June 9, 2016. Regulatory Matter: Shared Parking Agreement.

Marina del Rey Redevelopment Projects Report As of September 09, 2019

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
113 Mariner's Village	Michael Sondermann	* Complete leasehold refurbishment of 981 apartments * Retail space increase from 2,070 s.f. to 9,000 s.f. * New 92-slip anchorage will be constructed * New 28 foot-wide pedestrian promenade and public amenities	Massing – Existing buildings to remain. Parking – Existing parking to remain.	Proprietary – Item opened on 9/23/2013. On October 30, 2018, the Los Angeles County Board of Supervisors approved an option for an amended at restated lease. The revised project will include 20% affordable and senior units. Regulatory
15 AMLI Residential	Jason Armison	* Demolish existing facilities and build 585 apartments * New 8,000 s.f. commercial space * New 241 boat slip marina * New 1,271-Parking space garage	Massing Six buildings up to 5 stories and 70' high Parking All Parking to be provided on site within new 1,271-space Parking garage	Proprietary The lease was executed on 1/30/14. Construction commenced on July 1, 2014, and anticipated completion date is October 2018. Regulatory June 30, 2014, demolition of the site commenced. October 2016 –Construction of project is underway. Project completion is expected in late 2019.
28 Wayfarer	Tim O'Brien	* Complete leasehold refurbishment of 379 apartments * New bicycle depot for public use * Improvements to existing promenade and dock gates and public amenities * Replacement of existing docks within 6 months of completed of landside renovation	Massing Seven buildings up to 3 stories high Parking Existing subterranean Parking structure contains 947 Parking spaces.	Proprietary The MND for the project was adopted by the BOS at the March 24, 2015 meeting. Board also approved a future assignment to Legacy. Option was exercised and lease executed on 9/25/15. Project is under construction and anticipated completion date for the landside portion of the project is August 2018. In July 2017, the CCC granted permission to begin the dock reconstruction project. Regulatory On July 15, 2015, the DCB approved the final design of the project. Construction commenced in December 2015.

Marina del Rey Slip Vacancy Report

Jun-19		17-25			26-30		31-35 36-40							41-45			46-50			51+						
Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	TOTAL VACANT	TOTAL AVAILABLE	%VAC	TTL OFF- LINE	TTL including OFF-LINE
P1																			1	5	20.0%	1	5	20.0%		
P7		8	0.0%	2	80	2.5%		44	0.0%	1	42	2.4%	1	12	8.3%		7	0.0%		21	0.0%	4	214	1.9%		
P8		15	0.0%		48	0.0%	1	82	1.2%		38	0.0%		16	0.0%		7	0.0%		1	0.0%	1	207	0.5%		
P10																									180	
P12							8	30		12	53	22.6%	7	58	12.1%	7	44	15.9%	1	31	3.2%	35		16.2%		
P13					3	0.0%		33		1	70	1.4%	5	36	13.9%		36	0.0%		8	0.0%	6	186	3.2%		
P15	3	14	21.4%	27	40	67.5%	38	49	77.6%		6	0.0%										68	109	62.4%	114	
P18	11	198	5.6%	6		8.8%		41	0.0%		39	0.0%		26	0.0%		18	0.0%		34	0.0%	17	121	4.0%		
P20		42	0.0%		59	0.0%		21	0.0%		9	0.0%		8	0.0%								139	0.0%		
P21	34	121	28.1%	1	01	2.0%					10	0.0%										35	182	19.2%		
P28		2	0.0%	9	102	8.8%		7	0.0%	2	29	6.9%		1	0.0%					1	0.0%	11		7.7%	213	
P30		8	0.0%	2	, 0	2.9%	2	51	3.9%		33	0.0%		26	0.0%	1	52	1.9%		55	0.0%	5	295	1.7%		
P41	5	90	5.6%		24	0.0%		34	0.0%													5	148	3.4%		
P43	1	29	3.4%	6	78	7.7%	14	100	14.0%	1	21	4.8%	1	32	3.1%	3	25	12.0%	12	35	34.3%	38	320	11.9%	26	
P44																									232	
A47	8	96	8.3%		77	0.0%		28			28			9	0.0%		1	0.0%		3	0.0%	8	242	3.3%		
P53	10	23	43.5%	10	28	35.7%	13	35	37.1%	4	20	20.0%										37	106	34.9%		
P54					2	0.0%				1	25	4.0%		6	0.0%		7	0.0%		14	0.0%	1	54	1.9%		
P111	1	20	5.0%		27	0.0%		2	0.0%		15	0.0%					8	0.0%	1	39	2.6%	2	111	1.8%		
P112	5		5.0%					11	0.0%		24	0.0%								40	0.0%	5	175	2.9%		
P125I		24	0.0%	5	49	10.2%	4	93	4.3%	5	50	10.0%		27	0.0%	1	17	5.9%	3	18	16.7%	18		6.5%		
P132		29	0.0%		3	0.0%	1	68		1	58	1.7%	2	45	4.4%		39	0.0%		20	0.0%	4	262	1.5%		
Total	78	819	9.5%	68	809	8.4%	81	729	11.1%	28	570	4.9%	16	302	5.3%	12	261	4.6%	18	325	5.5%	301	3815	7.9%	765	4580

Summation

 Vacancy in 17'-25'
 9.5%

 Vacancy in 26'-30'
 8.4%

 Vacancy in 31'-35'
 11.1%

 Vacancy in 36'-40'
 4.9%

 Vacancy in 41'-45'
 5.3%

 Vacancy in 46' to 50'
 4.6%

 Vacancy in 51' and over
 5.5%

Overall Vacancy 7.9% Vacancy w/o DOUBLES, OUT OF SERVICE slips 7.2%

Note:

Parcel 10 dock reconstruction commencement August 2016. Estimated completion date: November 2019

Parcel 15 dock reconstruction commencement September 2014. Phase I completed November 2018. Phase II estimated completion date: October 2019.

Parcel 28 dock reconstruction commencement September 2017. Estimated completion date: October 2019

Parcel 43 dock reconstruction commencement September 2016. Estimated completion date of final stage: January 2020

Parcel 44 dock reconstruction commencement December 2017. Estimated completion date: February 2020

Jun-19	JrdetC	one trucker	pade TOTAL	alege of t	OTAL ODP MI	A.THRESHOLD
25' & Less Number of Slips	256	818	3815	21%	16%	·
26'-30'	7					l
Number of Slips	223	809	3815	21%	19%	
30'-35'	7					
Number of Slips	317	1377	3815	36%	18%	

Marina del Rey Slip Vacancy Report

Jul-19		17-25			26-30			31-35			36-40			41-45			46-50			51+						
Marina	VAC	AVAIL	%VAC	TOTAL VACANT	TOTAL AVAILABLE	%VAC	TTL OFF- LINE	TTL including OFF-LINE																		
P1																			1	5	20.0%	1	5	20.0%		
P7	1	8	12.5%	4	80	5.0%	1	44	2.3%	1	42	2.4%	2	12	16.7%		7	0.0%		21	0.0%	9	214	4.2%		
P8		15	0.0%		48	0.0%	1	82	1.2%		38	0.0%		16	0.0%		7	0.0%		1	0.0%	1	207	0.5%		
P10																									180	
P12							7	30		11	53	20.8%	8	58	13.8%	7	44	15.9%	1	31	3.2%	34		15.7%		
P13					3		1	33		1	70	1.4%	5	36	13.9%		36	0.0%		8	0.0%	7	186	3.8%		
P15		14	0.0%	19		47.5%	37	49	75.5%		6	0.0%										56	109	51.4%	114	
P18	11	198	5.6%	6		8.8%		41	0.0%		39	0.0%		26	0.0%		18	0.0%		34	0.0%	17		4.0%		
P20		42	0.0%		59	0.0%		21	0.0%		9	0.0%		8	0.0%								139	0.0%		
P21	34	121	28.1%	1	31	2.0%					10	0.0%										35	182	19.2%		
P28	2	5	40.0%	14	49	28.6%	37	44		3	22	13.6%	45	67	67.2%	10	24			1	0.0%	111	212	52.4%	87	
P30		8	0.0%	2	, 0	2.9%	3	51	5.9%		33	0.0%		26	0.0%	1	52	1.9%		55	0.0%	6	295	2.0%		
P41	5	90	5.6%		24	0.0%	1	34	2.9%													6	148	4.1%		
P43		28	0.0%	10	78	12.8%	15	98	15.3%	5	21	23.8%	2	32	6.3%	7	32	21.9%	2	31	6.5%	41	320	12.8%	26	
P44																									232	
A47	5	96	5.2%		77	0.0%		28			28	0.0%		9	0.0%		1	0.0%		3		5	242	2.1%		
P53	11	23	47.8%	10	28	35.7%	14	35	40.0%	4	20	20.0%										39	106	36.8%		
P54					2	0.0%				1	25	4.0%		6	0.0%		7	0.0%		14	0.0%	1	54	1.9%		
P111	1	20	5.0%		27	0.0%		2	0.0%		15	0.0%					8	0.0%	1	39	2.6%	2	111	1.8%		
P112	3		3.0%					11	0.0%		24	0.0%							1	40	2.5%	4	175	2.3%		
P125I		24	0.0%	3	49	6.1%	3	93	3.2%	1	50	2.0%		27	0.0%	1	17	5.9%	5	18	27.8%	13		4.7%		
P132		29	0.0%		3	0.0%	3	68		2	58	3.4%	3	45	6.7%	1	39	2.6%		20	0.0%	9	262	3.4%		
Total	73	821	8.9%	69	756	9.1%	123	764	16.1%	29	563	5.2%	65	368	17.7%	27	292	9.2%	11	321	3.4%	397	3885	10.2%	639	4524

Summation

 Vacancy in 17'-25'
 8.9%

 Vacancy in 26'-30'
 9.1%

 Vacancy in 31'-35'
 16.1%

 Vacancy in 36'-40'
 5.2%

 Vacancy in 41'-45'
 17.7%

 Vacancy in 46' to 50'
 9.2%

 Vacancy in 51' and over
 3.4%

Overall Vacancy 10.2% Vacancy w/o DOUBLES, OUT OF SERVICE slips 9.5%

Note:

 $Parcel\ 10\ dock\ reconstruction\ commencement\ August\ 2016.\ Estimated\ completion\ date:\ November\ 2019$

Parcel 15 dock reconstruction commencement September 2014. Phase I completed November 2018. Phase II estimated completion date: October 2019.

Parcel 28 dock reconstruction commencement September 2017. Estimated completion date: October 2019

Parcel 43 dock reconstruction commencement September 2016. Estimated completion date of final stage: January 2020

Parcel 44 dock reconstruction commencement December 2017. Estimated completion date: February 2020

Jul-19	JuderC	orsitudior He have	jude 10th	10 ⁶ 0/0 05 15	OTAL COP N	M.Tuket SHOLD
25' & Less						
Number of Slips	261	821	3885	21%	16%	
26'-30'	7					
Number of Slips	226	756	3885	19%	19%	
30'-35'				·		_
Number of Slips	258	1366	3885	35%	18%	