LOS ANGELES COUNTY
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To enrich lives through effective and caring service

November 6, 2003

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **COMMISSION AGENDA –November 12, 2003**

Enclosed is the November 12, 2003 meeting agenda, together with the minutes from your meeting of October 8, 2003. Also enclosed are reports related to agenda items 3a, 3b, 5a, 5b, 5c, and 6a.

Please call me if you have any questions or need additional information.

SW:tlh
Enclosures

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

Stan Wisniewski Director • **Kerry Gottlieb** Chief Deputy

COUNTY OF LOS ANGELES

SMALL CRAFT HARBOR COMMISSION

(310) 305-9527

Harley A. Searcy, Chairman
Carole B. Stevens, Vice-Chairperson
John C. Law
Russ Lesser
Joe Crail

AGENDA

SMALL CRAFT HARBOR COMMISSION MEETING
NOVEMBER 12, 2003
9:30 a.m.
BURTON W. CHACE PARK COMMUNITY BUILDING
13650 MINDANAO WAY
MARINA DEL REY, CA. 90292

1. Call to Order and Action on Absences

2. Approval of Minutes: Meeting of October 8, 2003

3. **REGULAR REPORTS** (DISCUSS REPORTS)

   a. Marina Sheriff
      -Crime Statistics
      -Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance

   b. Marina del Rey and Beach Special Events

4. **OLD BUSINESS**

   None

5. **NEW BUSINESS**

   a. Appointment of a Member and Alternate to the Marina del Rey Convention & Visitor's Bureau Board of Directors for 2004 (ACTION REQUIRED)

   b. Amendment to and Assignment of Option to Amend Lease Agreements and Modification of Amended and Restated Lease Agreements, Parcels 12R (Deauville Marina) and 15U (Bar Harbor Marina) - Marina del Rey (RECOMMEND TO BOARD)

   c. Assignment of Leasehold Interest – Parcel 125R (Marina City Club) - Marina del Rey, from Marina City Club, L.P. to Essex Portfolio, L.P. (RECOMMEND TO BOARD)

6. **STAFF REPORTS** (DISCUSS REPORTS)

   a. Ongoing Activities
      - Board Actions on Items Relating to Marina del Rey
      - Design Control Board Minutes

   b. Marina del Rey Convention and Visitors Bureau (PRESENTATION BY EXECUTIVE DIRECTOR OF MdR CVB)

7. **COMMUNICATION FROM THE PUBLIC**

8. **ADJOURNMENT**

PLEASE NOTE:

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code 93-031 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://beaches.co.la.ca.us

   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

   Marina del Rey Library
   4533 Admiralty Way
   Marina del Rey, CA 90292

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9546.

Small Craft Harbor Commission
Meeting of October 8, 2003
Minutes

Commissioners Present:

Harley Searcy, Chairman
Carole Stevens, Vice-Chairperson
John Law
Joe Crail

Excused Absences:

Russ Lesser

Department of Beaches & Harbors:	Stan Wisniewski, Director Roger Moliere, Deputy Director, Asset Management & Planning Bureau Julie Cook, Planning Division Dusty Crane, Chief, Community & Marketing Services Division
Other County Departments:	David Michaelson, County Counsel Lt. Tracee Edmonds, Sheriff's Department Deputy Paul Carvalho, Sheriff's Department Debra Williams, Department of Consumer Affairs Rigoberto Reyes, Department of Consumer Affairs
Also Present:	Beverly Moore, Executive Director, MdR Convention & Visitors Bureau Richard S. Volpert, Munger, Tolles & Olson

1. CALL TO ORDER & ACTION ON ABSENCES

Chairman Searcy called the meeting of the Los Angeles County Small Craft Harbor Commission to order at 9:40 a.m. in the Burton W. Chace Park Community Room, Marina del Rey.

Commissioner Law moved and Commissioner Crail seconded a motion to excuse Commissioner Lesser from today's meeting. The motion passed unanimously.

2. APPROVAL OF MINUTES

Vice-Chairperson Stevens requested a revision on page 6, first sentence of paragraph 3 of the September 10, 2003 minutes. The sentence currently reads, "Vice-Chairperson Stevens said she would like to note, on behalf of G&K, that it has instituted a valet parking system for guests where she lives." The sentence should be changed to read, "Vice-Chairperson Stevens said she would like to note, on behalf of G&K, that it has instituted a valet parking system for visitors of the residents."

Vice-Chairperson Stevens explained the reason she brought up the matter was because the valet parking has worked so beautifully that she wanted to encourage other lessees to provide the same service. Mr. Wisniewski informed her that the Department would make sure the issue is brought to the lessees' attention.

Vice-Chairperson Stevens moved and Commissioner Crail seconded a motion to approve the August 27, 2003 minutes. The motion passed unanimously.

Commissioner Law moved and Commissioner Crail seconded a motion to approve the September 10, 2003 minutes as amended by Vice-Chairperson Stevens. The motion passed unanimously.

3. REGULAR REPORTS

a. Marina Sheriff's Department Report

--- Crime Statistics

Lt. Tracee Edmonds reported a reduction in crime in the Marina area, particular in assaults. There are a larger number of grand thefts reported for the month of September, however, most of them could be attributed to bicycle thefts. Someone, or several persons, stole bikes that were either locked in storage facilities or chained to poles in the underground parking structures.

--- Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance

Deputy Paul Carvalho reported little change for the warnings and notices to comply that were issued. There are changes in the amount of derelict vessels that are docked. There are 21 vessels ready for disposal and an additional six vessels awaiting lien sale procedures. The bids for the disposal of the vessels have been sent and the closing date was yesterday. The Department should be hearing shortly who was awarded the bid.

b. Marina del Rey and Beach Special Events

Mr. Wisniewski reported that Marina events occurring in the month of October include the Marina del Rey Outdoor Adventures Final Sessions, which the Department sponsors. The activities include an Ocean Experience Program on October 11, a Bird Watching Experience on October 23 and a Harbor Kayaking Program on October 25.

The MdR/Beach Special Events Report also includes information on the Fisherman's Village Weekend Concert Series and The Discover Marina del Rey Day, scheduled for Sunday, October 12. This event involves the participation of several County departments and offer games and activities that children will enjoy.

Mr. Wisniewski said that October's beach event is the Dolphin Run Triathlon, scheduled for October 11 and 12 at Zuma Beach.

4. OLD BUSINESS

a. Mediation Services for Marina del Rey Apartment & Boat Slip Tenants

Mr. Wisniewski introduced the Department of Consumer Affairs' (DCA) representatives, Ms. Debra Williams and Mr. Rigoberto Reyes, who are attending today's meeting to discuss their Department's services.

Ms. Williams informed the Commission that she heads the DCA's Mediation Program. She said the program handles disputes between landlords and tenants, neighbors, businesses, and vendors and consumers. The mediation service is free of charge and both parties involved in the dispute must voluntarily agree to participate. Ms. Williams said the DCA also offers: consumer protection services; a real estate fraud and information program; small claims court advisor program; dispute settlement services; and public information and community outreach.

Mr. Reyes, who is Supervising Investigator with the DCA's Investigation Division, said the DCA's Real Estate Fraud and Information Program assists consumers with any questions they have regarding real estate transactions, from first-time home buying tips to investigating complaints.

He said the Department also has a section that deals with cable companies that provide services in unincorporated sections of Los Angeles County. The Department licenses and regulates these companies and welcomes consumer feedback regarding their services. DCA's consumer protection service assists consumers who have complaints against businesses. The DCA tries to resolve the complaints for the consumer, however, if the problem cannot be resolved, the Department will assist the District Attorney's office and other agencies with preparing the case for prosecution.

Mr. Reyes said that his Department offers a broad range of services for consumers that are free of charge and branch offices are located throughout Los Angeles County.

Mr. Wisniewski informed the Commission that Mr. Pastor Herrera is Director of the Department of Consumer Affairs and he has received national awards for his excellent leadership. Mr. Wisniewski commended DCA for its work and said the Department of Beaches and Harbors is delighted to have DCA's mediation assistance.

Chairman Searcy expressed gratitude, on his own behalf and that of the Commission, to Mr. Reyes and Ms. Williams for attending today's meeting. He said that Marina del Rey residents regularly attend Commission meetings seeking redress, quite often, out of frustration and lack of information. Members of the public try to redress a situation where they feel they have been wronged and it would be helpful for DCA to assist people in formulating their claims or evaluating where they have or don't have a legal right.

Chairman Searcy said that quite often the Commission has no jurisdiction over the issues that the public brings to it, but the Commission is the only body that the public knows about. He said he is hopeful that members of the public attending today's meeting will spread the word about the Department of Consumer Affairs and avail themselves of the services that the DCA provides. Chairman Searcy added that he is sure the Department will obtain the DCA's public information material and make it available at Beaches and Harbors to interested members of the public.

Mr. Reyes informed the Commission that the Department of Consumer Affairs also conducts presentations to community organizations throughout Los Angeles County. Interested persons can contact the Department to arrange for a presentation.

Chairman Searcy opened the floor to public comment.

Carla Andrus stated, "I called the Department of Consumer of Affairs and I told them about two complaints that I had. I was rerouted actually back to the Board of Supervisors. They told me that they couldn't help boaters...because it is a different thing from a regular landlord tenant thing when you are on the water. They don't have jurisdiction over that. The other complaint that I brought up was, the leases here that are not being enforced, which I thought was a very serious issue. They told me that they don't give legal advice, but they did have a phone number for legal aid. Frankly, I have been through that revolving door, but I have not been able to follow-up on it this time. I welcome this kind of situation so that we can get our complaints out, but I do have some questions...you don't have jurisdiction, they don't have jurisdiction, they don't. They reroute us to the Board of Supervisors and then we're back here. I'm always glad to be here to let you guys know our complaints. I don't know what can be done about that."

Commissioner Law requested one of the DCA representatives to respond to Ms. Andrus' comments. While Ms. Williams approached the microphone, Chairman Searcy clarified that the representative would be addressing Ms. Andrus' comment that she was unable to receive DCA assistance because DCA doesn't handle boat tenant problems.

Mr. Wisniewski said he would like to know more about the problem Ms. Andrus brought to DCA's attention. He said, for clarification purposes, that if Ms. Andrus' problem pertained to rent, the Department of Beaches and Harbors is the appropriate contact since it has jurisdiction in this area. Mr. Wisniewski suggested that Ms. Andrus contact Mr. Moliere if she has rent-related problems.

Rather than further discuss the matter during the meeting, Chairman Searcy suggested that Ms. Andrus meet with Ms. Williams after the meeting.

5. NEW BUSINESS

a. Marina del Rey Convention and Visitors Bureau Renewal and Second Amendment of Funding Agreement

Mr. Wisniewski informed the Commission that it gives him a great deal of pleasure to recommend an extension of the agreement with the Marina del Rey Convention and Visitors Bureau. He explained that the Bureau's agreement with the County is funded partially by the County of Los Angeles and largely by the hotel industry in Marina del Rey. The Department's budget contributes $177,400 a year to the Bureau's budget. The Department also provides office space at the Visitors Center, which is worth over $18,600 a year. The Marina hotels contribute approximately $330,000 annually, with a self imposed 1% fee on all of their room rental rates.

Mr. Wisniewski said the Department is astounded by the Bureau's progress. Vice-Chairperson Stevens serves on its board and Ms. Moore has done an outstanding job as the Bureau's Executive Director. Mr. Wisniewski said that Ms. Moore is very dynamic and progressive and has embraced this community and brought more to it than he's seen in prior years. He added that Ms. Moore works well with the lessees, Department of Beaches and Harbors and the tenants.

Mr. Wisniewski said the Department is suggesting an extension of the Bureau's agreement for one year and he has the ability to extend it another year beyond that, so, effectively, it could become a two-year agreement. Also included in the agreement is an additional $40,000 in funding from the Department, which is budgeted. These funds would be used for a combination of joint promotional efforts between the Department and Bureau.

Mr. Wisniewski said the Commissioners may remember that the opening of the Marina del Rey waterfront walk from Tony P's restaurant over to Marina Beach displayed a number of flags and other types of demarcations that were placed on the median strips in Marina del Rey and along the walkway. This activity was a joint effort between the Department and the Bureau. Mr. Wisniewski said that approximately $10,000 would probably be used for future efforts of this type and the Bureau would use approximately $30,000 to disseminate information.

Chairman Searcy opened the floor to public comment. Hearing no public comment, the following motion was made.

Vice-Chairperson Stevens moved and Commissioner Crail seconded a motion to recommend Board approval of the renewal and second amendment of the County's funding agreement with the Marina del Rey Convention and Visitors Bureau. The motion passed unanimously.

b. Authorize the Chief Administrative Officer and Director of the Department of Beaches and Harbors to Enter into Exclusive Negotiations with Almar Management/Pacific Marina Development for an Option and Long-Term Lease for Development of Parcels 52R and GG – Marina del Rey

Mr. Wisniewski said the Commission may recall previously approving a recommendation to the Board of Supervisors to authorize the Department's Request for Proposals for Development of Boat Storage Facilities on Parcels 52R and GG in Marina del Rey. He said that both parcels are County controlled and are sandwiched between the launch ramp area and the first commercial boat repair yard on Fiji Way.

Three very strong proposals for Parcels 52R and GG were received and Mr. Wisniewski expressed his delight with the Evaluation Committee's recommendation of Almar Management to develop the parcels. He said that Almar shows not only the necessary experience, but also the financial capability. The developer has a very innovative architectural design that Mr. Wisniewski believes will become an icon for the harbor. The project's design also provides more dry storage facilities than the other proposals.

Chairman Searcy asked whether the Design Control Board (DCB) has a role to play in the approval process. Mr. Wisniewski responded that the DCB would review the designs, as well as the Small Craft Harbor Commission and Regional Planning. The project also requires an Local Coastal Plan amendment, which will need Regional Planning and Coastal Commission approval. Chairman Searcy stressed that members of the public would have plenty of opportunity to provide input when public hearings are held.

Mr. Moliere explained the project's evaluation process, stating that when the Board of Supervisors authorizes the Department to issue Request for Proposals (RFPs), the Director chooses an Evaluation Committee composed of outside experts in various fields to evaluate each proposal received. In the case of the proposals for Parcels 52R and GG, there was an Evaluation Committee that included Mr. Dick Volpert, the County's chief negotiator, as well as an architect who is one of the County's design consultants, an economic consultant, and a representative from the Chief Administrative Office. The Committee also solicited advice from the County's harbor engineers, as well as a number of others. Mr. Moliere explained that the Committee went through each proposal and formulated some preliminary questions that were sent to the proposers. The Committee then interviewed the proposers and met again on several occasions to discuss various issues that were raised before they voted and formulated their recommendation.

Mr. Moliere said that Almar Management/Pacific Marina Development (Almar) is, in fact, the largest private operator of saltwater marinas on the West coast. The company has been in business for over thirty years and has operations extending through Mexico and Hawaii. Almar's proposal extends partially over the water area of the leasehold. It has an overhead crane system that is very space efficient and quiet. It does not rely on motorized forklifts. The shell of the building is composed of polycarbonate material and it is somewhat translucent, as is the ceiling, which makes it very energy efficient. Light goes in, so the interior of the building retains ambient outdoor lights. It is also uplit and downlit at night to any degree that is appropriate so that it does present a very striking architectural presence. The building materials were chosen for their durability in salt-water environments. They don't rust and they're very durable and replaceable in terms of panels should there be any damage. Mr. Moliere added that this kind of material, in fact, is used extensively in Florida and has been tested against hurricane force winds.

Mr. Moliere continued, informing the Commission that the project will go through a full environmental review, which includes such things as wind testing, wind shadow testing, and all

the rest of the environmental processes. The facility's spaces will total 361 dry stack boat storage spaces, with an additional space for 19 vessels within the building structure to allow for queuing and launching and retrieval of the boats. It has two overhead 6-ton capacity cranes and 1,600 square feet for small boat maintenance and repair. Its staging area is for 31 vessels and 1,250 lineal feet of docking facilities. The facility will have an Americans with Disability Act compliant boat ramp and additional space for 32 mast-up sailboat surface storage spaces. It has three additional public wash-down facilities, which would augment the facilities that are already on site next door. There will be a large pedestrian promenade, a five-ton capacity boat launch hoist to assist in other launches for sailboats and other crafts, and a separate building containing a replacement for the Sheriff's boatwright shop. Operationally, it is Almar's intent to offer a lot of programs that cater to boater education. The company will sponsor seminars, boat handling classes, navigational courses and a number of other things. The facility's lobby would be built so that meeting and educational and community activities can be held.

Mr. Moliere informed the Commissioners that staff also attached to the Parcels 52R and GG Board letter the Evaluation Committee's actual report, which details the comparisons between the proposers and reasons for choosing Almar.

Commissioner Law stated, "I'm fully supportive of the notion of having dry storage. As long as I've been on this Commission, we've talked about it. It's an identified need in the Marina and I'm enthusiastic about the concept. Looking at the design, it is almost a breathtaking design and I find it to be visually highly interesting, however, I am a little concerned about the scale given the surrounding neighborhood. For example, how high is this?" Mr. Moliere responded that representatives are here today to answer the Commission's questions.

Commissioner Law said he would go ahead and identify all of his concerns so that the representatives could address them when they come to the podium: "1) I want to know about what the surrounding uses are, or, if nothing, the anticipated uses, because I want to see, if not immediately, at least in the mid-term, how this is going to fit into the general aesthetic of this part of the Marina; 2) I would like the presenter to talk a little bit about screening. As I look at this, in both drawings, I can see both through the screenings. I appreciate the fact that this is great stuff and it survives hurricanes, but I am thinking that four rows of stack boats aren't necessarily the most attractive thing to look at in that configuration. So, I would like to know how that works; and, 3) My final question, which I think is the easiest one, is parking. I see that it is point four to one and I can understand why this is not going to be a heavy generator of traffic or parking. Nonetheless, point four to one is the lowest parking ratio I think I have ever seen and I am curious about where we found a traffic engineer that had tables on dry boat storage. That is something that is used frequently."

Mr. Wisniewski said he would like to point out what the surrounding area is. To the east of this project is the Marina del Rey launch ramp. One of the concerns was addressing the effect of any wind shadowing, the prevailing wind in that area. Staff is convinced that there won't be a wind shadowing effect for the launch ramp. The Department has a Canadian firm under contract that does wind tunnel studies. The firm actually has a model of Marina del Rey and as each project in Marina del Rey proceeds, the developer will have to pay for a scale model of his particular project. It will be sent through the wind tunnel analysis by the Canadian firm, which will report back to the Department of Regional Planning. The Director of Regional Planning will determine whether or not there is an impact on boating operations. Staff have, on a preliminary basis, discussed the matter with the harbor engineer and the architects, and the prevailing winds are from the west and the northwest. They don't feel that this is going to be an issue, but the matter is something that needs to be addressed in the environmental review process.

In terms of height, Mr. Wisniewski said he has seen things that are taller in Marina del Rey and he cannot think of a better use of height in the Marina than a development that would give back to the boating community more facilities to increase boating in the harbor. This is also a commercial zone. The facility would be built on Fiji Way and on its other side are two commercial boat repair yards. A person working his way around Fiji Way would come up to Fisherman's Village. The good news is that there aren't any residential buildings and the fact that it has such a breathtaking design will be an asset given what is being planned for Chace Park's expansion. Parcel 77's facilities would be relocated to Parcels 52R and GG, which then provides the capability of expanding Chace Park. The Department has an option to buy Parcel 77, but only if it could successfully come up with a project on Parcels 52R and GG.

Mr. Wisniewski said what he likes about the Almar proposal is that the typical forklifts won't be going out in the pubic eye and making a lot of noise. There will be an overhead crane system inside that is quiet and won't be heard on the outside. He said he doesn't think the facility's fitting into the surrounding area will be much of an issue.

Mr. Moliere stated that the project's screening, which is on view today, is actually what would be seen from the water across the channel. From the street side, people can't really see any of the rack facilities. The entire building is enclosed except for the portion from which the boats are launched. Mr. Wisniewski added that, from a parking standpoint, as he understands it, the County's parking requirement would be met.

Commissioner Law stated that he is interested in scale and he still hasn't been given the answer to his question regarding height. He said that scale is a hard thing to figure out because judgment has to be made regarding what it would look like. Mr. Moliere responded that Mr. Richard Orne, an architect, was a member of the Evaluation Committee. He is part of the team of EDAW, which is the Marina's design consultant firm. Mr. Orne specifically looked at issues, such as the fit for each individual project to its surrounding in the entire Marina. Mr. Orne looked at the issues of scale and design and the Committee also examined these issues very carefully.

Chairman Searcy suggested that, in the future, staff use UCLA's simulation software to present design plans to the Commission. A computer with this software was previously used for a Commission presentation and it was very effective in showing various aspects of the project.

Relative to the scaling issue, Mr. Wisniewski stated that as the project works its way through the regulatory process, the Design Control Board will have the same questions as the Small Craft Harbor Commission, plus 100 more. If Almar is selected, it would have to invest a significant amount of money to ensure that the scaling is appropriate for the area.

Mr. Jeffrey Pence, one of the owners of Pacific Marina Development, Inc, informed the Commissioners that the project is 40' feet up in the air, which is the height of a three-story office building. He said the pink apartment building that could be viewed from Chace Park is about 5' lower from the top of the planned building.

Commissioner Law asked whether the height extends from the base of the building to the top. Mr. Pence responded that in the middle, because of the gantry crane, it goes up five more feet, which is towards the middle because of the equipment. Basically, 85% of the building is 40' up in the air. In other words, the side scan all the way up is 40' with an additional 5' in the center. Chairman Searcy asked whether the peak of the building is 45', including the gantry area. Mr. Pence responded that the peak is 45' and the gantry area is probably 20' or 30' wide.

As for the building's screening, Mr. Pence displayed a sample of the material that would be used and he explained that the material was selected because of the ability to highlight it and make it

an architectural focal point at night. Additionally, because the California Coastal Commission is concerned about the type of materials used, he wanted to make sure that there would not be shadow lines over the water and that the materials would meet Coastal Commission approval. He said the material is regulated for a 220 mile an hour wind. The material takes away 99% of the UV rays and is currently being used in an office building in London. The material is also being used in some schools in Southern California. He said that backlighting is the key and if a decision is made not to do backlighting, the material couldn't even be seen through in the evening.

Commissioner Law asked whether people, during the daytime, would be able to view the boats through the openings that are at the ends of the building. Mr. Pence responded, "no."

Commissioner Crail said he's concerned about the building's extension into the basin and that boats won't have room to turn around. Additionally, he expressed concern about the boats being launched and whether they would have space to set up in the water. Mr. Pence responded that there will be an ability to stage in the water upwards of 60-70 boats at one time around the periphery of the dock. If the facility's interior staging area is added to this number, approximately 90 boats could be staged. He said that all kinds of time trials were conducted and his firm knows the time needed to take the boat from the upper furthest rack at the back of the facility and put it into the water. Almar also knows how long it takes to raise the boat up and wash it out. Mr. Pence said that an elevator system would be included in the design so that at least 2 vessels, if not 4, could be used in the elevator system.

Commissioner Crail said, as a boater, he would hate to see the elimination of the extra space that boaters use to set up. Mr. Pence said that nautical engineers have looked at the entire basin and the design will not deter any vessels coming out of the ramp system or any vessels going up and down the harbor.

Chairman Searcy asked about the existing boat repair facilities. Mr. Wisniewski responded that there are existing boat repair facilities on Parcel 77. The new facilities will have to provide at least the same level of service that's currently available on Parcel 77. Mr. Pence commented that there would be up to a 1,600 square foot maintenance facility for repair services.

Chairman Searcy asked whether the developer has taken the opportunity to tour the existing facilities and meet with the existing operators. Mr. Pence responded that he has. Chairman Searcy informed him that the Marina is a small boating community with a lot of goodwill and the current operators have institutional knowledge from which the developer could benefit.

Commissioner Law asked whether the new facility's protrusion is approximately 200'. Mr. Moliere responded that it is a little under 200' from the pier line, which is the length of the adjoining docks.

Commissioner Law asked whether the protrusion extends as far as the docks. Mr. Moliere responded "yes." Mr. Pence said the facility is indented in 28' feet from the water line and there's plenty of room for boaters in slips adjacent to the property owner to be able to back in and out. He said, basically, boats need 175% of the length to come out and the design adds another 28' to this amount.

Chairman Searcy opened the floor to public comment.

Ms. Andrus said, "This is what we got in exchange for our boat slips in the Marina. This is the plan the Department came up with to mitigate the loss of our boat slips. This is a whole different way of sailing. It's not sailing and I wonder how much this is gonna cost the average guy who wants to just go out and take his boat out. Another question I would have is, what are the size

boats that this thing would accommodate? We should have a public meeting, a night meeting. I see on your agenda you have lots of major serious development like this, that's gonna take this whole regulatory process to get through all the way up to the Coastal Commission. We still don't have a public night meeting. We don't have public workshops. The night meetings that we talked about a long time ago have been over a year last May. I think it's time for the public to weigh in on these kind of plans. Maybe it's not too late. Maybe we could just keep some of the slips. I'm thinking that because I don't know what's going on at the Coastal Commission. The Department and Two Partnership are asking for an extension on their permit, so we're gonna be without slips all this time and here we are planning all this. We haven't even had a night meeting or a Local Coastal Plan; that's been put off. EDAW was brought up again. We paid that agency $170,000 and they're supposed to be so interested in what the public has to say about these fine designs and the way the Marina's gonna look from now on and how much it's gonna cost and we haven't seen them. Where are they?"

Mr. Richard Stevens, Waterfront Investors, LLC/Bellport Group, said, "I'm the loser, but I'm not here for sour grapes. First of all, I'm here to congratulate Almar and their team for a spectacular design effort. I'm also here to tell you why we rejected the essence of the mechanics of what makes their project go. The reason I'm concerned, as Stan well knows, I've been a proponent for dry storage in this harbor for many years for a number of reasons. One of them was, real fortunately, brought home when I was on David Levine's team for Marina Harbor and we successfully went through two years of battle to rebuild Marina Harbor, which is still underway very successfully. During that period of time, the Coastal Commission staff made it eminently clear to staff here and us that the County should not come in with anymore projects to reconfigure this Marina until they have the small boat problem resolved and lean toward dry stack. So, the importance of dry stack I would support whether we win, lose or otherwise. It's critically important in this harbor and along with that, it's critically important to have it now."

Mr. Stevens continued, stating, "A word of caution I want to put out here, along with a suggestion, is that if we spend three years and this project is shot down for some very valid reasons in my opinion, we start at ground zero three years from now. That's why our proposal was very pedestrian, not imaginative, but it met the code and criteria of the Coastal Commission and operations. We're not proud of our drawing except that it works, it has worked, it will work, and it complied with the RFP requirements. We suggested to staff that they start all over with a new redesign criteria and we would certainly help them do that. How could we do that? First of all, our company is as large as Almar. I've been in the business 40 years. I've been in this harbor 25 years; I'm involved in it now and deeply....We rejected these design criteria because, in 40 years of experience of our team with the Coastal Commission and all government agencies, we never knew of anyone who was allowed to put a structure over the bulkhead line, no one, and that's the backbone of this deal. Secondly, the overhead crane system has been around in industrial applications for 90 years and it works wonderfully. It has not worked well in the marine industry. There's less than a handful of overhead crane systems in existence in this industry and we know most of them. Our manufacturer knows them all. Our big concern is that when that overhead crane breaks down, your whole system stops, and unfortunately, it does break down. I have a whole bunch of other things, but I won't take anymore time, although I think it's warranted. I would suggest to you that, prior to taking this through the laborious passage for two or three years until the environmentalists and coastal staff shoot you down for going over the water, I would suggest the County, before awarding this contract, put together a team of their own to go down and sit with the top people at Coastal."

Commissioner Law expressed his appreciation to Mr. Stevens for his comments. He asked Mr. Stevens whether Mr. Stevens believes the odds of the Coastal Commission approving Almar's plans are slim to none. Mr. Stevens responded, "correct." Mr. Stevens informed Commissioner Law that his company operates the only dry stack operation on the West coast and has been

before the Coastal Commission 22 times. He said he cannot conceive of the Coastal Commission setting a precedent of allowing Almar's proposed facility to go over the water, otherwise, the door would be open for restaurants, office buildings and anything else to extend into the water.

Mr. Wisniewski commented that the Department is looking for innovative designs because the proposed facilities will be in the Marina for quite some time. He said that unimaginative pedestrian development inside of the Marina should not be endorsed by the Commission or Department. Mr. Wisniewski said that Almar is very experienced and it would be very costly for Almar to go through the regulatory process if Almar did not believe it had a reasonable chance of obtaining approval. Also, if the Evaluation Committee did not believe there was a reasonable chance, the Committee would not recommend Almar's proposal, nor would the developer have submitted the proposal.

Chairman Searcy commented that the regulatory process that is in place would give members of the public, environmental community, Coastal Commission, and other agencies the opportunity to review the project's plans and provide input. Mr. Wisniewski said this process would take time. He explained that the Department is not interested in backing a losing horse, that's why the Department has traditionally insisted that the lessee parallel track the regulatory process along with the proprietary process. While the Department is negotiating a term sheet, it will encourage the developer to engage in the regulatory process and the Department will pull the plug if a problem arises.

Vice-Chairperson Stevens said she is uncomfortable after hearing Mr. Stevens' comments. Commissioner Law expressed his agreement with Commissioner Crail's earlier comments about the proposal. He said that, "I will support this, however, I have real concerns about the design and the scale....This is a tremendous departure from the architecture that exists here. I suppose it's closest to the high rise buildings that the City allowed to have built on its property, which I wish the County, the adjacent landowner, might have taken a position on. I'm not discouraging a modern design. I'm a modest student of it. I am concerned about this because I believe it has been a long-term objective of both the Department and the Commission to have dry boat storage. I'm not persuaded by arguments about whether or not this is useful. It's proven to my satisfaction that it is useful and it is desirable in the Marina and provides other people, a different kind of user, a way to access first class facilities. I have no concerns about the applicant's ability to manage these projects. From reading the materials, they have a demonstrated record. To take one exception with what the Chairman said, I agree we have a very intensive regulatory process the developer must go through. I also agree with the Director's view that they do so at their own risk, however, the postponement of a long held goal from the County's standpoint, if, in fact, what the other gentleman indicates is true that, in the past, the Coastal Commission did not allow projects to protrude over the bulkhead, also has a risk for us. It could be three years down the road and we have to start over. Maybe we'll be wiser. Maybe we'll be smarter. Maybe we were smart in the beginning. We'll find out. Still, we'll be sitting here, or our successors will be sitting here three years from now thinking that it would be nice to have that dry storage."

Mr. Wisniewski commented that he didn't think the regulatory process would take three years. Mr. Moliere said that, on the regulatory side, once the coastal process is started, it takes less than a year. He pointed out that Almar submitted an alternate design and there are ways to, alternatively, not go over the water, which lowers the total boat count, but not lower than that of the other two proposals.

Chairman Searcy said the real key for him is that there is a process in place that needs to be followed and it would be good to let that process continue. A large part of the process will involve the continued examination of design considerations. Chairman Searcy said he's glad to hear the

regulatory process would not take three years and the Commission's approval today would allow the process to move along. He said he is also hopeful that the project's proponents really hear the concerns expressed at today's meeting.

Commissioner Crail said he could not support the proposal since a 40' facility over the water is too much. He understands the lessee has the right to put slips there, but the facility on the water is a new step that he doesn't like and he would like the plans to be further reviewed. Commissioner Crail added that he would really like the dry stack storage placed on the shore, as originally proposed.

Commissioner Law said he would support the plans reluctantly. He is hopeful that not just the developer, but also the Evaluation Committee and Department, seriously consider the issues that were raised today. Commissioner Law said that he doesn't want to delegate the Commission's responsibility to the Design Control Board, which has its own process, as does the Coastal Commission and Regional Planning. He again expressed his reluctance to support the proposal, but said he would go ahead and support it since he believes in the goal and relies, to some degree, on the Evaluation Committee to mitigate some of the identified problems.

Vice-Chairperson Stevens asked Mr. Volpert, who was a member of the Evaluation Committee, to comment on the Committee's reasons for rejecting the other two proposals. Mr. Volpert responded that, in the case of Waterfront Investors [Mr. Stevens' group], the Committee had a problem with its design and amount of land used for parking and the revenues. As for Kor Realty, it was a good plan, but the net add to the Marina was less in terms of both revenue and what the company would earn.

Mr. Moliere explained that the second ranked proposal, Kor Realty, combined Parcel 53, which it currently owns. Kor Realty had an excellent design, but it didn't have experience running dry stack storage facilities, as do the other two proposers. Also, in the proposal, much of the revenue to the County was attributable to increased retail uses on Parcel 53 and it was as much an issue of retail intensification as it was for boat storage and it didn't have the ability to store as many boats.

Mr. Moliere said the third ranked proposal, Waterfront Investors, scored significantly lower for a number of reasons. Because of its design, Waterfront Investors was required to do an on site structured parking facility, which added approximately $2 million to costs and eliminated the ability of the project to pay any rent to the County at all for at least five years. After that amount of time, it was very contingent upon Waterfront Investors meeting a certain investment return criteria on the amount of its investment.

Mr. Moliere said that all three designs certainly would work. The Committee looked very closely at the regulatory issues and Almar, in fact, has had experience going before the Coastal Commission many times since it is the largest saltwater operator on the West coast and is very familiar with coastal issues.

Commissioner Law moved and Chairman Searcy seconded a motion to authorize the Chief Administrative Officer and Director of the Department of Beaches and Harbors to Enter into Exclusive Negotiations with Almar Management/Pacific Marina Development for an Option and Long-Term Lease for Development of Parcels 52R and GG – Marina del Rey. The motion passed with Chairman Searcy, Vice-Chairperson Stevens and Commissioner Law voting in favor. Commissioner Crail opposed.

c. **Authorize the Chief Administrative Officer and Director of the Department of Beaches Harbors to Enter into Exclusive Negotiations for Lease Options and Long-Term Leases/Lease Extensions for Three Development Projects on Parcels NR/33R, Parcel IR and Parcels GR/22R – Marina del Rey**

Mr. Wisniewski said that staff is requesting Commission recommendation to the Board of Supervisors to authorize the Department to engage in negotiations for three development projects around Marina Beach. He said the projects result from an RFP that the Commission and Board of Supervisors previously approved.

Mr. Wisniewski explained that the proposals are for County parking lots GR, IR and NR. The goal is to revitalize this area into a resort theme-type attraction. The Department solicited for visitor-serving uses with one minor exception for Parcel NR, which the Department would consider for a mixed-used development. He said three exciting proposals were received and when the development is completed, along with renovation of the existing projects in the area, there will be a more user-friendly, dramatically improved Marina Beach.

Mr. Wisniewski explained that when the Department receives proposals to RFPs, an Evaluation Committee that he appoints reviews them. Typically, the Committee is comprised of the Department's economic consultant, Mr. Dick Volpert, as well as an architect and a representative from the Chief Administrative Office's (CAO) Asset Management Section. Mr. Volpert and the CAO representative team with the Department to ensure that the Board of Supervisors remains very well informed about the development's progress.

At this point in the meeting, Vice-Chairperson Stevens announced a short break to allow the public an opportunity to view the design plans on display at the front of the community room.

After the meeting reconvened, Mr. Moliere informed the Commission that the Department received five excellent proposals in response to the RFP issued for three separate parking lots around Marina Beach. He explained that two of the five proposals that were rejected were competing with one of the proposals chosen for Parcel NR, which was so excellent that the other proposals suffered by comparison. The Department allowed for combined proposals, which enabled the adjoining leasehold to submit its own proposal or join another proposer to include both the RFP parcel and the adjoining parcel. On Parcel NR, proposals for mixed-use serving (a combination of residential and visitor-serving), were allowed as long as the residential component was on the upper floors in order to preserve the street level serving and beach level visitor-serving components.

Mr. Moliere informed the Commission that the selected proposers are at today's meeting to address members' questions.

Mr. Wisniewski asked Ms. Cook to point out the parcels on the display board as Mr. Moliere discusses each one. Mr. Wisniewski commented that all of the parking lots under discussion are public and the Department is required to replace lots displaced by development. Parcel IR is at the major intersection of Via Marina and Admiralty Way and the RFP requires opening of the viewshed to the beach. He said that some obstructions to the view were recently removed, but the Department wants to do something more significant so that when people enter the harbor they know they are in a harbor, which was not the way Marina del Rey was originally designed.

-- **EMC Proposal for Parcels 33R and NR**

Mr. Moliere said the EMC proposal is for Parcel NR and the adjoining Parcel 33, which is currently Harbor House Restaurant and Edie's Diner. The proposal will place 292 residential units above facilities on the lower beach and street level, which includes 22,000 square feet of retail and 13,000 square feet of restaurant space. The proposal preserves a lot of view corridor and has heavy landscaping and a public rooftop observatory that will be open to the public seven days a week through the early evening hours. Retail uses not currently in the Marina, such as specialty food and supermarket-type service, is included. The proposal fully contains all of the parking both for replacement of the existing parking and the new parking that is required for the proposed uses.

Mr. Moliere said the Evaluation Committee thought that EMC did a particularly good job with the street level by integrating the promenade uses and creating a new promenade around Marina Beach that connects with the existing one. One of the goals of the Asset Management Strategy (AMS) is to integrate all of the promenades throughout the Marina. The EMC proposal effectively helps to achieve that goal. Mr. Moliere noted that the designs on display today show lots of open spaces and architectural interests. Overall, the EMC proposal met all of the criteria identified in the RFP in terms of both design revenue and interest.

Mr. Moliere said the Local Coastal Plan (LCP) identifies mixed-use as one of the kinds of uses that would be good for the Marina. All three proposals would require LCP amendments and the Department believes that the EMC proposal, because of its design, public features, promenade and observation deck, would gain approval when going through the regulatory process.

Commissioner Law asked the architect to provide an overview of the design proposal. The EMC proposer, Mr. Edward Czuker, introduced his Design Architect, Mr. David Van Oeyen and Project Counsel, Mr. Jeff Mitchell.

Mr. Van Oeyen said that that the project's goal is to make a mixed-rich use function work on the site and have pedestrian accessibility. He said there is as much retail planned as the particular area could absorb and a specialty market is proposed. The design has layer intensity. The lower rise residential unit running along Palawan Way is the scale of the adjoining apartment uses. Retail is at the lower level, apartments are at the upper levels and two levels of parking below. With Parcel 33, the intensity increases a bit. Along the promenade, there are a series of restaurants and shops. A point was made to continue the promenade and develop a galleria that runs across to Mother's Beach and connects back to the Marina City Club. He said the feature that is perhaps the most delightful for visitors is the eighth floor promenade area that will be a rooftop concourse, with trellis, for viewing the entire Marina. The building is mid-rise and its 75' height requires Coastal Commission approval.

Commissioner Law asked how the public would access the top floor of the complex. Mr. Oeyen responded that a restaurant is on the eighth floor and an elevator will take patrons to the restaurant and visitors to the rooftop.

Commissioner Law asked how the parking would be replaced and where would it be located. Mr. Oeyen responded that there would be two levels of subterranean parking. The 191 existing parking spaces would be replaced and additional spaces added to accommodate retail store customers.

Vice-Chairperson Stevens asked whether the project is on fill. Mr. Oeyen responded that it is partially on fill. She asked whether the facility would withstand two levels of parking. Mr. Oeyen responded "yes."

Vice-Chairperson Stevens asked what would happen to Marina Beach. Mr. Oeyen responded that there will be a good view of Marina Beach and the plan is to construct the promenade across Palawan Way to Marina Beach. The new complex will be on the northeast side of Marina Beach and not right on the beach per se.

Vice-Chairperson Stevens said she is concerned that Marina Beach visitors would have to pay to park in the new parking structure. Mr. Wisniewski responded that Marina Beach visitors currently pay to park in a County lot and the cost to use the new parking area will remain reasonable since rates are under County control.

Vice Chairperson Stevens asked whether there is a way to go to the eighth floor to enjoy the view without having to go to the restaurant. Mr. Oeyen said the eighth floor will be open to the public and is free of charge. Mr. Oeyen explained that the restaurant is actually one level below and visitors can take the elevator straight to the observation deck without going to the restaurant.

Mr. Wisniewski clarified that the new parking structure would serve Marina Beach visitors and adequate signage will be available to ensure that people know how to access the parking.

Chairman Searcy opened the floor to public comment on the EMC proposals for Parcels 33R and NR.

Mr. Donald Klein, president, Coalition to Save the Marina, said, "I've reviewed these projects that are going on here. Although this may be the Director's vision of what the Marina is going to be, it certainly is not a large percentage of the public's opinion of what the original concept of what this Marina was designed to be, so we're basically opposed to Item 5c. We're concerned with a number of things. One of them is the loss of grade level public parking because we already have a problem now where there's a parking problem that is unable to accommodate existing boater parking, so I don't know how that's gonna translate with these other projects. We're concerned with the density. Basically, what it looks like is a live-in Third Street Promenade here and I don't think that was the original concept for the Marina. As a matter of fact, I know it wasn't....We also have a concern with the fact that the Marina del Rey Local Coastal Plan Review has not been completed; has not even been started and may not happen until October of next year. We would be very concerned and would like to see, basically, ... an Environmental Impact Report on all of this density and traffic and so forth..."

Ms. Carla Andrus said, "I wrote a letter asking the Department what was the failed negotiations with the Marriott the first time. I didn't get a response to that. I think it would be interesting to know that since the Marriott was going to be there and they pulled out of those negotiations, the public is interested in knowing why. I mean, we sat down through this whole thing. We've been through this site before. We still don't have an LCP. We should wait until we do have one. It was clear at the last public meeting that the public was opposed very strongly to this whole idea of crowding in Mother's Beach...with all of this traffic, I mean it really interferes with access to the beach and it changes the whole thing completely. I would really like to know what happened to the Marriott because maybe we could learn some lessons from that."

Commissioner Law explained to Ms. Andrus that the Marriott, and hotel development in general, were impacted by the terrorist attacks on September 11. Tourism, air travel and the economy suffered and hotel occupancy fell dramatically, causing the Marriott to withdraw its development

plans. Mr. Wisniewski commented that, when the Marriott withdrew, a written explanation was given to the Commission and the public at the time.

Commissioner Law said he gathered from Mr. Van Oeyen's presentation that a variance would be needed for the planned 75' height. Mr. Moliere responded, "It's built into the LCP. There is an additional view corridor being provided that does allow for bonus height. So it's provided in the LCP. It would go slightly above, without view corridor number, by providing additional view corridor, the viewing platform and other public amenities. It fits within the bonus allowed under the LCP." Chairman Searcy clarified that the LCP provides specific language that allows for increased height and the EMC would seek approval to avail themselves of this allowance.

In reference to the Marriott, Mr. Moliere clarified that the proposals formerly received from the Marriott were from the Marriott Corporation, which has two divisions. One division builds hotels for its corporate account and the other division allows franchisees, which are private individuals who are expert in the hotel industry, to operate a Marriott. He explained that Marriott formerly withdrew from negotiations for a variety of reasons pertaining to its corporate structure; in fact, Marriott halted all building plans at that time.

-- **Invest West Financial Corporation Proposal for Parcel IR**

Mr. Moliere explained that the Investment West Financial Corporation (IWP) proposal is for a Marriott. The IWP is a private corporation and is the existing lessee of the Marina's Best Western Jamaica Bay Inn. IWP is a licensed franchisee for Marriott and proposes to build a 147 room Residence Inn by Marriott, which is a longer-term residence type hotel.

Mr. Moliere said that the LCP requires developers to preserve a view corridor from the Admiralty Way and Via Marina intersection. The proposer's bifurcated building designs present two buildings with a view corridor right between the two so that visitors to the Marina will see the ocean and heavily landscaped areas rather than a building front. He said the proposal provides for replacement parking. The RFP allowed for either replacing the public parking on site or relocating some of the parking to Parcel 21, which is on the other side of the beach. The Parcel 21 lessee is building a parking structure to accommodate the relocated parking.

Mr. Moliere said that the proposer for Parcel IR, Mr. Dale Marquis, is at today's meeting to answer the Commission's questions.

Commissioner Law asked the County's experience with the lessee in terms of the lessee's operation of the Jamaica Bay Inn (Parcel 27). Mr. Wisniewski responded that the lessee has been responsive to maintenance deficiencies. He said the Department was disappointed with the lessee's timeliness in responding to a lease extension proposal that the lessee submitted for Jamaica Bay Inn. The lessee had a proposal on the table pursuant to the previous RFP round that did not move as timely as it should have. Mr. Wisniewski said the lessee has taken steps to make negotiations on Parcel 27 current.

Chairman Searcy asked for more information relative to the lessee's maintenance of the hotel. Mr. Wisniewski responded that the lessee has been responsive to maintenance issues. When the lessee took over the leasehold without an extension, he invested money to upscale the hotel's appearance.

Commissioner Law said today is the first time he's heard of a parking structure on Parcel 21. Mr. Moliere explained that in the course of the Marriott proposal, provisions were made for Parcel OT, which is across the street, to be used for extra parking. During the course of negotiations, the lessee of Parcel 21 [and Parcel OT] expressed a willingness to provide parking so there wouldn't

have to be a traversing of the street for public parking. An arrangement was made as part of the Marriott proposal to provide a parking structure on Parcel 21 for any overflow or excess parking that was necessary for replacement. The Parcel 21 lessee is willing to continue this agreement and whichever of the proposers avail themselves of the parking spaces will have to pay a pro rata share for the spaces. Mr. Wisniewski said that the written agreement pertaining to this matter would be submitted to the Commission in the future.

Commissioner Law said he isn't delighted about the plan to put a parking structure on the water. He added that he understands the plans are preliminary, but before anything is finalized, Commissioner Law wants the Commission to have the chance to review the exact parking structure designs that are planned. Mr. Wisniewski said he shares Commissioner Law's concerns about the parking issue and clever architectural plans are needed to mitigate having the parking structure so close to the water.

Chairman Searcy opened the floor to public comment.

Ms. Andrus informed the Commission that there were people attending today's meeting who wanted to address the Commission during public comment, however, they had to leave because the meeting is taking so long. She asked whether anything could be done to accommodate members of the public who are under time constraints and would like to address the Commission. Chairman Searcy responded that the Commission must adhere to the agenda.

--- **Marina del Rey Promenade, LLL Proposal for Parcels 22R and GR**

Mr. Moliere said that drawings aren't displayed today for the third proposal, which is for Parcels 22R and GR, because as originally submitted, the proposal encompassed all three of the RFPs, for Parcels NR/33R, IR AND GR, plus Parcel 22. The Evaluation Committee liked many elements of the designs, however, the Committee did not want to put all of its eggs in one basket. As submitted, the proposal was not one the Committee thought it could recommend. The Committee did feel, however, that it could recommend the developer and his plan relating to Parcel 22 and the adjacent Parcel GR.

Mr. Moliere informed the Commission that Parcel 22 is the Foghorn Inn and contains the Cheesecake Factory. Some of the elements of the proposal included an expanded retail and restaurant presence, along with the adjacent Parcel GR, which was used for parking in the original plan. The Committee did not think Parcel GR was a good place for a parking structure and requested the proposer to redesign Parcels 22 and GR to include only visitor-serving elements. He said he believes the proposer is willing to comply with this request since the proposer expressed as much to the Committee.

Mr. Moliere said the Department is requesting Commission approval for specific negotiating authority to allow the Department to enter into negotiations and present the plans to the Commission once the project is more fully formed.

Vice-Chairperson Stevens said that the Marina boat shuttle would probably be in operation year-round by the time the proposed projects are built. Additionally, a pedestrian shuttle that moves from one side of the Marina to the other would also be available. She asked whether space would be allotted for the shuttles. Mr. Wisniewski responded that dock space is available for a water shuttle and any proposal that develops on Marina Beach requires the improvement of a waterfront promenade.

Vice-Chairperson Stevens said she would like to emphasize the need for a land-based shuttle system. Mr. Wisniewski responded that he agrees there is a need and the Department has been

in discussion with the Culver City bus system and the MTA. His first and highest priority is to increase water shuttle usage and he plans to promote the water shuttle's expansion as aggressively as possible. Mr. Wisniewski said that the land-based system is important, but he really wants people to get the water experience.

Commissioner Law commented that the Commission was given an eight-paragraph description of a design concept, but was not given a visual depiction of the design. Mr. Wisniewski informed him that the Department received design concepts, but they were inadequate and the lessee was requested to return to the drawing board.

Commissioner Law stressed the need to establish minimum standards before plans are submitted for Commission approval. He said he isn't opposed to the project, but needs to fully understand the project before voting on it and a written description of the design concept is insufficient. Mr. Wisniewski explained that the Department is requesting authorization from the Commission to enter negotiations. He said that since new well-defined projects are planned on both sides of Parcel 22 and Parcel GR, now is the time for the Department to negotiate with the lessee regarding Parcels 22 and GR as well.

Commissioner Law said he appreciates the Department's situation, however, the Department doesn't need Commission authority to negotiate with the developer. The Department can negotiate with the developer on its own authority anytime it chooses; what the Department is requesting from the Commission is the exclusive right to negotiate with the developer. Mr. Wisniewski said that if he was in the negotiator's shoes he wouldn't want to negotiate with the Department unless he knew the Department had license because of the expense involved in doing the architecturals, etc.

Mr. Moliere explained that, while the Department could negotiate regarding Parcel 22, it couldn't regarding a parcel, such as Parcel GR, for which an RFP has to be issued. He said he chose not to bring the designs today because they would have been more misleading than helpful. The designs that were submitted to the Evaluation Committee were only for residential use, which the Evaluation Committee would not approve since it was looking for retail and visitor-serving use designs.

Mr. Wisniewski said that the Department cannot negotiate with someone on a County parcel without having gone through the legal RFP process. Parcel 22 and GR would be a project that is adjacent to Parcel 21, where the parking structure's design is currently in the fluid stage. The Department wants input from Parcel 21's neighbors and to engage them in the discussion in order to have uniform development around Marina Beach.

Vice-Chairperson Stevens said she believes the fitness center and Goldrich & Kest's new project should be included in the process. Mr. Wisniewski informed her that they are involved. He added that one of the beauties of obtaining negotiating authorization is it enables the Department to involve all of the parties that are developing in a particular area. If this isn't done, the plans might not be integrated properly.

Vice-Chairperson Stevens expressed her agreement with Commissioner Law about the need to see visual plans for proposed projects. Mr. Wisniewski said that the Commission would receive the visual plans after the projects have been fleshed out a little bit more during the regulatory process. Chairman Searcy requested that members receive a computer presentation of the design plans when staff is ready to present them to the Commission.

Chairman Searcy made a motion, seconded by Commissioner Crail, to recommend Board approval of the proposed developments on Parcels NR/33R, Parcel IR and Parcels GR/22R.

Before voting, Commissioner Law requested that the Commission vote on the three proposals separately. Chairman Searcy requested Deputy County Counsel's Dave Michaelson's opinion on a separate vote for each proposal. Mr. Michaelson responded that there is no problem with the Commission voting on the proposals separately.

Chairman Searcy amended his motion to recommend that the Board of Supervisors authorize the Chief Administrative Officer and Director of the Department of Beaches and Harbors to Enter into Exclusive Negotiations for Lease Options and Long-term Leases/Lease Extensions for Development Projects on Parcels NR/33R and Parcel IR. Commissioner Crail seconded the motion. The motion passed unanimously.

Chairman Searcy moved and Vice-Chairperson Stevens seconded a motion to recommend that the Board of Supervisors authorize the Chief Administrative Officer and Director of the Department of Beaches and Harbors to Enter into Exclusive Negotiations for Lease Options and Long-term Leases/Lease Extensions for Development Projects on Parcels 22R and GR. The motion passed with Chairman Searcy, Vice-Chairperson Stevens and Commissioner Crail voting in favor. Commissioner Law opposed.

6. STAFF REPORT

a. Ongoing Activities Report

Chairman Searcy said that, in the interest of time, the Commission would receive and file the Ongoing Activities Report.

b. ADA Compliance Issue – Holiday Harbor Marina

Mr. Moliere distributed copies of a letter sent by Holiday Harbor's lessee to the Department. He said that since the October meeting, the lessee has sought independent legal advice on the Americans with Disability Act (ADA) and Mr. Michaelson spoke with the lessee's counsel concerning the matter.

Mr. Michaelson informed the Commission that he had a substantive conversation with the lessee's attorney, who works with the law firm of Latham and Watkins. They discussed the issues involved, particularly Title III of the ADA, and the scope and reach of the federal law with respect to this particular lessee. Mr. Michaelson said that he and the attorney would continue to have a dialogue because at this point they don't have the same impression as to what the law provides.

Mr. Michaelson said the conversation with the attorney involved Title II of the ADA, which applies to local governments, and Title III, which applies to the private sector and would be applicable to the situation concerning Mr. Nicholls. He explained that Title III has a different structure than Title II and tends to be less broad and have less application than Title II would. Government facilities, such as the Chace Park Community Center, have to be accessible to everyone, and programs, activities and services that occur there must be accessible. If the community room was a private facility open to the public, it would fall under Title III regulations and different rules would apply. Mr. Michaelson said that in his conversation with the attorney, the attorney expressed disagreement about the applicability of Title III with respect to the lessee's property.

Mr. Michaelson also informed the Commission that the slip rented by Mr. Nicholls has a recreational commercial feature and he believes it is subject to Title III. The lessee's attorney doesn't necessarily agree and they will have to discuss the matter further. Mr. Michaelson said an area in which he and the attorney might have a meeting of the minds is that of the parcel's

parking facility and the path of travel to the rental office and the rental office itself. That clearly is, Mr. Michaelson believes, a part of the structure that is open to the public, not just the boat renters, and there needs to be accessible features in the path of travel, the parking lot, and the rental office.

Mr. Michaelson said the good news is that regardless of the legal discussion's outcome, the lessee appears to be receptive to making changes in the restroom, but it remains to be seen what the extent of these changes will be. The lessee will rely on its legal counsel's advice and what the lessee believes is appropriate for goodwill and meeting its renters' needs.

Commissioner Law said the lessee has a huge interest in the Marina and he encourages the lessee to not turn the matter into an ongoing legal dispute, which he isn't suggesting the lessee is doing, but Commissioner Law believes the lessee should just do what is right. Mr. Michaelson said that the lessee's lawyer seemed receptive to moving the matter forward regardless of the law's interpretation; however, it remains to be seen what actually will be done.

Chairman Searcy opened the floor to public comment.

Mr. Sherman Gardner, a representative of the Holiday Harbor lessee, informed the Commission of the lessee's efforts relative to the concerns raised by Mr. Nicholls at the September meeting. He said, "Mr. Wisniewski, as recently as the 27th, brought it to my attention for the first time when he told me what the issue was.... I went to our facility and I noted that there was a handicapped parking space that was just almost contiguous to the health club. That wasn't good enough for me. Where I'm coming from is, with anyone in this room it could happen to and we certainly are not insensitive to this kind of situation. We're not newcomers to the Marina. We've been around for a long time and we understand the situation. We were encouraged to talk to legal counsel and that's what I did. I went to the facility and I created a handicapped parking space right in front of the dock by his [Mr. Nicholls] slip. I further went through our file and I contacted Mr. Nicholls. I got him on the phone and he was very concerned as to how I received that phone number. I said to him, 'You know, just pick up the phone. Usually the way we operate, if you have a concern, just pick up the phone and I'm happy to talk to you about it. It's our style.' I told him that if he wanted to come by the close of business tonight, which was the 27th of August, there would be a handicapped parking stall right in front of his dock and if he had any other further concerns, here is the private line in my office and here is my fax number, call me. As we are standing here today, I've yet to hear from Mr. Nicholls."

Mr. Gardner continued, stating, "I heard what was said about the restrooms. Obviously, that's a very undignified situation. I don't want to be in that position. If there's a way for me to cure it without tearing that building down and, wisely as Mr. Michaelson said, if it's readily achievable, I'm going to do it...We did in fact move one of the stalls over and we have widened the area in which Mr. Nicholls is able to go into the restroom. That was done, perhaps, a couple of weeks ago. The interesting point I want to raise to you is that, evidently, Mr. Nicholls was here, or someone was here, who spoke to you on September 10. That's two weeks subsequent to the conversation I had with Mr. Nicholls. Nothing was mentioned in that document to the tune of a handicapped parking space, the willingness to cooperate, etc. Several months ago, three or four months ago, we did in fact provide a handicapped access ramp for Mr. Nicholls and our management told me that it was stolen on several occasions and they built an additional one. The item that Mr. Wisniewski brought to my attention about notes being left, well, we don't leave notes. We have a regular form used when someone is parking in the wrong spot. It's a standard form. I certainly apologize for anyone who left a note that adversely affected him....That is not the way we do businesss. My office has a call into Mr. Nicholls. I want to see if there's anything else we could further assist him with that again is readily achievable without tearing the property down."

In conclusion Mr. Gardner said, "I pointed out in my note that I sent, that we are in the process now of negotiating a new lease, which would involve the rehabilitation of the entire marina. The first note that was sent by Mr. Wisniewski's office, I didn't see it until a day or week later and that's the reason it took me a few days longer to respond."

Vice-Chairperson Stevens asked, since most of the bathrooms for the boaters, at least in the Dolphin complex, have stairs going down, how the property could be made ADA compliant. Mr. Gardner responded that the facility in question is Parcel 21, which is an older facility purchased approximately five years ago. The lessees are in the process of attempting to rehabilitate and refurbish it. It has two bathrooms now and one of the bathroom areas had its stall widened. He stressed that his office is available to discuss problems and is only a phone call away.

Commissioner Law expressed his appreciation for Mr. Gardner's comments and efforts to resolve the matter.

Ms. Andrus said, "About Dolphin Marina, Mr. Nicholls brought up the issue of the beveled walkway. Isn't that a brand new feature to the walking promenade?" She explained that, at the September Commission meeting, Mr. Nicholls mentioned the concern he had, as a disabled person, using the beveled walkways at Dolphin Marina.

Additionally, Ms. Andrus said, "You accommodate ADA ramps to get down to a boat, but you don't think about the restrooms at Dolphin, which Ms. Stevens indicated, have stairs. This was also indicated in Mr. Nicholls' testimony last time. The real issue, broader than that, is the promenade in itself. Mr. Ring, in February 2000, went in front of the Design Control Board about his promenade and he's also going to have the ADA access ramps to the boats, which eliminates a lot of slips as we all know. I brought it up at that meeting and asked about the beveled walkway."

Chairman Searcy clarified that Ms. Andrus is addressing the issue of material uses and surfaces, which is not necessarily completely within control of the developer or lessee, but rather is subject to or derives from the Department of Public Works and rules pertaining to ADA compliance, which require the use of a certain type of surface.

Mr. Michaelson said that Chairman Searcy is correct. The federal regulations are encapsulated in Americans with Disabilities Act Architectural Guidelines (ADAAG) and its California equivalent, California Building Code. It's very specific and detailed that, when dealing with new construction, certain surfaces are appropriate and certain surfaces are not. With new construction, the builder has to comply with the more stringent of the federal or state law and obtain a building permit, which necessitates a building official to confirm that the construction was done right.

Ms. Andrus said that if beveled walkways are used, there should be cutouts so that wheelchairs could easily access the area where the ramp is located. This should also be considered for restroom access.

Chairman Searcy encouraged Ms. Andrus to address the Design Control Board with her concerns and also review the information that was distributed by the representative who discussed ADA issues with the Commission at a previous meeting. He suggested that Ms. Andrus contact Mr. Moliere if she needs further assistance.

b. Marina del Rey Convention and Visitors Bureau

Chairman Searcy said that, due to time, the Convention and Visitors Bureau's Report is postponed until the November meeting.

7. COMMUNICATIONS FROM THE PUBLIC

Chairman Searcy opened the floor to public comment.

Ms. Pat Phillips said, "Only a certain amount of folks usually come during public comment and argue on behalf of us boaters. I know more than one reason why that occurs. It's intimidating, we're all scared. We're all insecure and have been for some time because of what's happening. I'm part of what the Marina was built for. I'm a liveaboard and a recreational sailor. I take women out with the Women's Sailing Association, voluntarily and free, to introduce them to the water. I have been doing this for years. I just received a rent increase. I'm at Panay Way, Holiday Harbor. They said it's for the sewer, water and trash removal starting November 1. What scared me, it [rent increase notice] said, 'We could arrange payments to cover these utilities.' I don't know what that means yet. My big question is, I've been told that all of these twelve years, I pay more than a non-liveaboard to cover utilities because I use more of them. I'm paying $140.00 as a liveaboard over and above my rent. What I want to know is why? This is not just where I live, this is an issue for the whole Marina; to understand why we pay more because we use more utilities and now we have to pay, along with everyone else, money for the utilities."

Mr. Wisniewski requested that Ms. Phillips meet with Mr. Moliere after today's meeting to discuss the matter.

Mr. David Levine said, "I'm providing you with a letter. A couple of months ago the Commission asked if the Lessees Association would consider greater communication amongst boaters and the members of the Association, particularly in regard to relocation during time of redevelopment. We had a conversation at the Lessees Association meeting and I have a written response, which I will be delighted to distribute."

Chairman Searcy asked Mr. Levine to give a brief summary of his letter. Mr. Levine said, "The lessees are preparing to commence redevelopment and will communicate more fully the impending construction plans and timetables with all of the affected boaters, including liveaboard tenants. We'll do what we can to try and facilitate relocation efforts in those cases where the liveaboard boaters are tenants in good standing prior to relocation and where the boater maintains a vessel that complies with all of the appropriate County requirements and standards."

Chairman Searcy requested Mr. Levine to provide the Commission with a copy of his letter and Mr. Levine complied by distributing copies to the Commissioners and Department staff.

Ms. Andrus submitted a video to Mr. Moliere and said, "I promised you a video and this is a video on Mr. Moliere's investigation that will help you. It would be nice if you guys could find a way to see it all together. In front of the video is the testimony that I brought to you about the pricing market manipulation allegation, which you could fast forward through since you've already seen that. Because of my own budget concerns, when you guys are finished, I would like to have that back so that I can show it to the public. That's the reason that I made it. The day after I made those allegations, I told you that I have those specifics that you required. I thought, maybe you'd like to see those....Another member [of the public] came to talk on the same issue that Pat brought up. I also live in that marina. I'm interested in what's going on with that. I'm wondering about sewage, etc. That's a whole property thing. I know the Cheesecake Factory's there, the

fitness center. Are the boaters going to be asked to subsidize this? How do they calibrate meters? What license do they have to do that? I have questions like that on that issue. I would hope that we could get that field trip started. Maybe we could put that on the agenda?"

Chairman Searcy said that one of the things he would discuss with Mr. Wisniewski is, perhaps, arranging for individual Commission members, rather than the entire body, to conduct site visits since the entire Commission's involvement at the same time would require adherence to the Brown Act's meeting rules, etc. Additionally, Chairman Searcy said the visits might be conducted on an unannounced basis.

8. ADJOURNMENT

Chairman Searcy adjourned the meeting at 12:25 p.m.

Respectfully submitted,

Toni Minor, Secretary

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES- OCTOBER 2003

Part I Crimes	MARINA AREA (RD'S 2760-2763)	EAST END (RD'S 2764-2768)
Homicide	0	0
Rape	1	1
Robbery: Weapon	1	3
Robbery: Strong-Arm	0	3
Aggravated Assault	2	2
Burglary: Residence	0	14
Burglary: Other Structure	5	5
Grand Theft	15	6
Grand Theft Auto	5	11
Arson	2	1
Boat Theft	0	0
Vehicle Burglary	2	20
Boat Burglary	0	0
Petty Theft	7	10
Total	**40**	**76**

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

Source- LARCIS, **Date Prepared** – November 3, 2003
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES- OCTOBER 2003

	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					**2**
Robbery: Weapon		1							3	**4**
Robbery: Strong-Arm								2	1	**3**
Aggravated Assault	2							2		**4**
Burglary: Residence					1		7	4	2	**14**
Burglary: Other Structure	2	3				2	1	2		**10**
Grand Theft	9	5		1	1		1	2	2	**21**
Grand Theft Auto	5				1	1	2	5	2	**16**
Arson	1			1					1	**3**
Boat Theft										**0**
Vehicle Burglary	2				2		6	7	5	**20**
Boat Burglary										**0**
Petty Theft	5	2				2	2	2	4	**17**
REPORTING DISTRICTS TOTALS	**27**	**11**		**2**	**6**	**5**	**19**	**26**	**20**	**116**

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

Source- LARCIS, **Date Prepared – November 3, 2003**
CRIME INFORMATION REPORT - OPTION B

MARINA DEL REY HARBOR ORDINANCE
SEAWORTHY & LIVEABOARD COMPLIANCE REPORT

	September	October
Liveaboard Permits Issued	1	1
Warnings Issued (Yellow Tags)	0	0
Notices to Comply Issued	0	0

Total Reported Liveaboards By Lessees - 538
Total Liveaboard Permits Issued - 429
Percentage of Compliance - 79

No new Warnings were issued in the month of October.

No new Notices to Comply were issued in the month of October. There are no active cases.

No new citations were issued for violations of 19.12.1110 L.A.C.C. (liveaboard permit) or 19.12.1060 L.A.C.C. (unseaworthy vessel) in the month of October.

Number Of Unseaworthy Vessels Demolished

To date, one hundred and forty one (141) vessels have been removed from the marina for disposal. Currently, twenty (20) vessels are ready for disposal and seven (7) are awaiting lien sale procedures.

Los Angeles County Beaches & Harbors — Caring for Your Coast

To enrich lives through effective and caring service

November 6, 2003

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **ITEM 3b - MARINA DEL REY AND BEACH SPECIAL EVENTS**

MARINA DEL REY EVENTS

41st Annual Holiday Boat Parade

Saturday, December 13
6:00 p.m. – 8:00 p.m. with Firework Show at 5:55 p.m.

Sponsored by the Holiday Boat Parade, the Los Angeles County Department of Beaches and Harbors, The Marina del Rey Convention & Visitors Bureau, Marina City Club, The Argonaut Newspaper, Southwest Airlines, Playa Vista, Edward Jones, Hornblower Cruises & Events, Daniel Freeman and Wells Fargo Bank

Marina del Rey's 41st Annual Holiday Boat Parade will light up the Marina on Saturday, December 13 with a fireworks display off the Marina breakwater as brilliantly lit and decorated vessels circle the Main Channel. Parade theme for the 2003 Holiday Boat Parade is "*Through the Eyes of a Child.*" Grand Marshal for this year's parade will be Los Angeles County Supervisor Don Knabe, Fourth District.

Boat owners will compete for numerous prize packages with the *"Best Overall"* winning a 2-night trip for two to Fort Lauderdale, Florida for the Winterfest Boat Parade touted as the "World's Most Watched Boat Parade."

Best spots for viewing the boat parade are Burton Chace Park, located at 13650 Mindanao Way and Fisherman's Village on Fiji Way, where spectators can see and hear the parade free of charge. Parking is available in Lot #4 on Mindanao Way and Lot #5 on Bali Way for $2.

For event information call: The Holiday Boat Parade at (310) 670-7130 or visit their website at www.mdrboatparade.org

13837 Fiji Way • Marina del Rey • CA 90292 ● 310.305.9503 • fax 310.821.6345 ● internet: http://beaches.co.la.ca.us

Stan Wisniewski Director ● **Kerry Gottlieb** Chief Deputy

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

Sponsored by Pacific Ocean Management, LLC
All concerts from 1:00 p.m. – 4:00 p.m.

Saturday, November 15
Higher Ground, playing R&B, Pop & Big Band

Sunday, November 16
Moondance, playing Big Band, R&B & Latin

Saturday, November 22
La Cat, playing Latin Reggae

Sunday, November 23
Swing Syndicate, playing Swing

Saturday, November 29
Beach Cities Swing Band, playing Swing

Sunday, November 30
The Nelsen Adelard Band, playing Blues

For recorded information call: (310) 823-5411.

BEACH EVENTS

There are no beach events this month.

SW:DC:mc

Los Angeles County
Beaches & Harbors
Caring for Your Coast

To enrich lives through effective and caring service

November 5, 2003

To: Small Craft Harbor Commission

From: Stan Wisniewski, Director Stan Wisniewski

Subject: **APPOINTMENT OF A MEMBER AND ALTERNATE TO THE MARINA DEL REY CONVENTION AND VISITORS BUREAU (MdR CVB) BOARD OF DIRECTORS FOR 2004**

Item 5a on your agenda addresses your Commission's appointment of a member and alternate to the Marina del Rey Convention and Visitors Bureau (MdR CVB) Board of Directors.

For the past three years, your Commission has appointed both a member and an alternate to the MdR CVB Board of Directors. During 2003, Commissioner Carole Stevens has served as the member and Commissioner Ross Lesser as the alternate; both of their current one-year terms expire at the end of this year.

By virtue of the MdR CVB by-laws, your Commission has the authority to appoint a member and an alternate to the MdR CVB Board of Directors for a one-year term. Any Commission appointee can continue to serve for an unlimited number of consecutive terms. Therefore, your Commission should take this up as an order of business at your November meeting and appoint both a member and an alternate to sit on the MdR CVB Board of Directors during the calendar year 2004.

SW:kg

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Stan Wisniewski Director ● **Kerry Gottlieb** Chief Deputy

Los Angeles County
Caring for Your Coast
Beaches & Harbors

To enrich lives through effective and caring service

November 5, 2003

To: Small Craft Harbor Commission

From: Stan Wisniewski, Director

Subject: **ITEM 5b – AMENDMENT TO AND ASSIGNMENT OF OPTION TO AMEND LEASE AGREEMENTS AND MODIFICATION OF AMENDED AND RESTATED LEASE AGREEMENTS – PARCELS 12R AND 15U (DEAUVILLE MARINA AND BAR HARBOR MARINA)**

Item 5B on your agenda relates to proposed amendments to the existing option (Option) and Amended and Restated Lease Agreements (Restated Leases) for Parcels 12R (Deauville Marina) and 15U (Bar Harbor Marina), needed in order to facilitate project financing. The amendments to the Restated Leases also contain added new provisions relating to price control, liquidated damages in the event of uncured maintenance deficiencies, and provisions for furnishing water taxi docking facilities at Parcel 12R.

The text of the proposed amendments are not yet available. However, the attached Board letter provides details regarding all proposed provisions and we will file the Board letter only at such time as County Counsel has approved the text of the amendment. We will also return this item for your Commission's consideration if there is any material variance from the terms described in the attached Board letter.

Your concurrence with my recommendation to the Board is requested.

SW:rm

Attachment

13837 Fiji Way • Marina del Rey • CA 90292 ● 310.305.9503 • fax 310.821.6345 ● internet: http://beaches.co.la.ca.us

Stan Wisniewski Director ● **Kerry Gottlieb** Chief Deputy

November 4, 2003

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:

AMENDMENT TO AND ASSIGNMENT OF OPTION TO AMEND LEASE AGREEMENTS AND MODIFICATION OF AMENDED AND RESTATED LEASE AGREEMENTS – PARCELS 12R (DEAUVILLE MARINA) AND 15U (BAR HARBOR MARINA) – MARINA DEL REY
(FOURTH DISTRICT)
(4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed Amendment to and Assignment of Option to Amend Lease Agreements and Modification of Amended and Restated Lease Agreements ("Amendment"), attached as Exhibit 1, is categorically exempt under the California Environmental Quality Act pursuant to class 1 (r) and 4 (j) of the County's Environmental Document Reporting Procedures and Guidelines.

2. Approve and authorize the Chair of the Board to sign the attached Amendment in order to facilitate redevelopment on Parcels 12R and 15U and: (a) implement joint assignment of the original Option to Amend Lease Agreements ("Option") to two new lessee entities; (b) extend the Option expiration date by 60-days, with provision for an additional 60-day extension at Director discretion and; (c) modify the Amended and Restated Lease Agreement ("Restated Leases") expiration dates and joint and several obligation provisions and add provisions for price controls, liquidated damages for maintenance deficiencies and for provision of a water taxi docking area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 4, 2000, your Board authorized the Option and accompanying Restated Leases for Parcels 12R and 15U to provide that, upon exercise of the Option, the Restated

Leases become effective and provide for redevelopment of both parcels. The Option and Restated Leases call for payment of a $3.2 million lease extension fee, demolition of the existing 408 apartments and construction of 1,022 new apartments (including very low income senior units, in compliance with the County's Affordable Housing Policy for Marina del Rey), demolition of 717 existing boat slips and construction of 439 new boat slips, construction of a waterfront promenade on each parcel, adjustment of minimum and percentage rents and other miscellaneous improvements.

The two-year term of the Option commenced January 28, 2000, however expiration of the exercise date of the Option was tolled, as provided by the terms of the Option, due to commencement of litigation during the Option term. The final matter of existing litigation was dismissed on August 7, 2003, thus providing the Lessee until December 5, 2003 to exercise the Option. Lessee has obtained all necessary regulatory approvals and is in process of finalizing complex financing arrangements to comply with the remaining pre-condition to exercise of the Option. However, due to the extraordinary period of time that development of the parcels was delayed by litigation, together with need to now complete detailed financing requirements, an extension of the Option Term is required. In order to provide appropriate time to complete financing and funding and allow commencement of construction, a 60-day extension of the Option Term, with an additional 60-days that may be provided at the discretion of the Director upon demonstration of lessee's diligent pursuit of completion of financing, has been provided.

The Restated leases call for phased demolition/construction of Parcel 12R facilities, followed by demolition/construction of the Parcel 15R improvements. While the exercise of the Option provides an extended lease term to both Parcel 12R and 15R, the Restated Leases contain provisions providing that if either fails to meet its required construction start and substantial completion dates, then both leases revert to their original shorter term. In order to enable financing that has proven unavailable to these geographically separated parcels being also subject to cross reversion, provisions are also added providing that the extended lease term granted to Parcel 12R will, upon demonstration of completion of all project construction and obtaining occupancy permits for the Parcel 12R project, become final and no longer subject to reversion to its original shorter term in the event that Parcel 15R construction does not meet its required construction start or substantial completion

date requirements. However, if the Parcel 12R project does not meet its required construction start or substantial completion dates, the lease of both parcel 12R and 15R will revert to their original pre-extension term and the benefits of the new lease are lost to both. Additionally, failure of the Parcel 15R project to meet its deadlines for commencement and substantial completion of construction will, in all events, cause the term of the Parcel 15R Restated Lease to revert to its original shorter term. All terms relating to the payment of the full $3.2 million extension fee, however, remain the full joint and several obligation of both leaseholds throughout the terms of each lease, once the Option is exercised.

Additionally provided are a number of new modernized lease provisions and a correction of the lease expiration dates. Pursuant to the County's lease extension policy, an extension of 39-years to the initial 60-year lease term is provided for leaseholds that completely demolish and rebuild new and improved facilities. The original draft Restated Leases inadvertently measured the additional lease terms from lease execution dates rather than lease term commencement dates and are, thus, now corrected to provide the intended 39-year extensions measured from commencement of earliest least term (August 1, 1962 – Parcel 15-R) and co-terminus expiration of both Restated Leases to July 31, 2061 – an addition of 13-months.

Additional provisions to each Restated Lease also provide insertion of provisions for a) controlled prices for apartments, boat slips and other services provided by the lessee to assure that lessee services and facilities are provided to the public at fair market rates; b) liquidated damages of $100 (adjusted triennially for inflation) per-day, per-maintenance deficiency for each day any cited maintenance deficiency remains uncorrected after expiration of time provided to repair such deficiency – such amounts to be assessable against security deposits held by the County which are required to be replenished by lessee and; c) provision, at no cost to the County, of docking space for water taxi operations at the Parcel 12R docks at a location adjacent to the main channel - such docking space to be compliant with the requirements of the Americans with Disabilities Act (ADA).

Implementation of Strategic Plan Goals

In furtherance of County Goal #4, "Fiscal Responsibility," the recommended action will allow the Department to implement that portion of its Strategic Plan that enhances strategic partnerships with existing and prospective lessees through proactive implementation of the Marina del Rey Asset Management Strategy toward both revenue maximization and property redevelopment. This recommendation is consistent with the County's Strategic Plan Goal of Service Excellence, in that while maintaining appropriate protection of County interests, they allow for and facilitate the financing and construction of new improvements on the leaseholds.

FISCAL IMPACT/FINANCING

There is no current financial impact to the County as a result of the Amendment. Your Board previously, on January 4, 2000, authorized the Option and the Board letter accompanying our request set forth the significant benefits to the County to be derived from the completed projects, including a $3.2 million extension fee and additional County rent upon completion of the projects of approximately $$3,365,000 annually.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the lease for Parcel 12R commenced on January 1, 1963 and the term of the lease for Parcel 15U commenced on August 1, 1962. Your Board granted the Option for both parcels on January 4, 2000. The Amendment (attached as Exhibit 1) provides for changes to both the Option and the Restated Leases. A summary of these changes is as follows:

Assignment of Option: An assignment of the Parcel 12R and 15 R leases from Marina Two Holding Partnership (MTHP), the lessee as described in the original Option, to Esprit One, LLC (Esprit One) and Esprit Two, LLC (Esprit Two), new lessee entities for these leaseholds as approved by your Board on November 4, 2003. With the attached Amendment, MTHP also assigns its interests under the Option to Esprit One and Two;

Lease Modifications: The expiration dates of each of the Restated Leases will be corrected to July 31, 2061, to provide the intended full 39-year lease extension for each lease. In addition, the Restated leases call for phased demolition/construction of Parcel 12R facilities, followed by demolition/construction of the Parcel 15R improvements. While the exercise of the Option provides an extended lease term to both Parcel 12R and 15R, the Restated Leases contain provisions providing that if either fails to meet its required construction start and substantial completion dates, then both leases revert to their original shorter term. In order to enable financing that has proven unavailable to these geographically separated parcels being also subject to cross reversion, provisions are also added to enable financing by providing that the extended lease term granted to Parcel 12R will, upon demonstration of completion of all project construction and obtaining occupancy permits for the Parcel 12R project, become final and will no longer be subject to reversion to its original shorter term in the event that Parcel 15R construction does not meet its required construction start or substantial completion date requirements. However, if the Parcel 12R project does not meet its required construction start or substantial completion dates, the lease of both parcel 12R and 15R will revert to their original pre-extension term and the benefits of the new lease are lost to both. Additionally, failure of the Parcel 15R project to meet its deadlines for commencement and substantial completion of construction will, in all events, cause the term of the Parcel 15R Restated Lease to revert to its original shorter term. All terms relating to the payment of the full $3.2 million extension fee, however, remain the full joint and several obligation of both leaseholds throughout the terms of each lease once the Option is exercised.

Additionally, the provisions of the Parcel 12R lease providing for joint and several obligations in connection with subsequent Parcel 15R construction will be terminated as to the Parcel 12R lease upon completion of all project construction and demonstration of occupancy authority for the Parcel 12R project, in order to enable and facilitate the financing of subsequent construction of the Parcel 15R facilities.

Extension of Option Expiration Date: Due to the extraordinary length of time the parcels were affected by litigation and to allow appropriate time to finalize financing for the Parcel 12 R project, a 60-day extension of the Option term, with an additional 60-days that may be

provided at the discretion of the Director upon demonstration of lessees diligent pursuit of completion of financing, has been provided;

Additional Restated Lease Terms: Several new provisions will be added to the existing Restated Leases as follows: a) a "Controlled Prices" provision relating to prices charged for apartments, boat slips and other services provided by the lessee to assure that lessee services and facilities are provided to the public at fair market rates; b) a new provision for payment to the County of liquidated damages of $100 per-day (adjusted triennially for inflation), per-maintenance deficiency for each day any cited maintenance deficiency remains uncorrected after expiration of time provided to repair such deficiency – such amounts to be assessable against security deposits held by the County which are then required to be replenished by lessee and; c) a new lease requirement that the lessee provide, at no cost to the County, docking space for County water taxi operations at the Parcel 12R docks at a location adjacent to the main Marina channel for a vessel up to 50' in length, such docking space to be compliant with the requirements of the Americans with Disabilities Act (ADA).

The Lessee received approval from the Department of Regional Planning for its discretionary land use entitlements under the applicable standards of the Local Coastal Program (LCP), including those related to building height and traffic requirements, on December 6, 2000. The California Coastal Commission issued a Coastal Development Permit on October 9, 2001for the waterside portion of the project.

Amendment and extension of the existing leases is 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.

As contemplated by your Board's Affordable Housing Policy for Marina del Rey, the Parcel 12R and 15R facilities each include 10% senior very low income housing units for the full remaining term of the lease.

ENVIRONMENTAL DOCUMENTATION

The Amendment is categorically exempt under the California Environmental Quality Act pursuant to class 1 (r) and 4 (j) of the County's Environmental Document Reporting Procedures and Guidelines. Approval of the Amendment does not authorize construction or re-construction of any improvements. The Lessee received its approval from the Department of Regional Planning for its discretionary land use entitlements under the applicable standards of the Local Coastal Program (LCP), including those related to building height and traffic requirements, on December 6, 2000 and the California Coastal Commission issued a Coastal Development Permit on October 9, 2001for the waterside portion of the project.

CONTRACTING PROCESS

The Lessee's proposal as to Parcels 12R and 15U for a lease extension was received in response to the release of a Board-authorized solicitation document seeking proposals for new development and redevelopment on parcels on the Westside of Marina del Rey. Subsequent negotiations with the Lessee resulted in the Option, which was approved by your Board on January 4, 2000.

The new Restated Leases will be available to the Lessee upon the exercise of the Option. The proposed Amendment will allow additional time for Lessee to demonstrate that it has satisfied the conditions for exercise contained in the Option and has received all planning, zoning, environmental and other entitlement approvals required to be obtained from governmental authorities for the construction of the development project, including specifically demonstration of availability of necessary project financing. Upon exercise of the Option, we will return to your Board for final confirmation that the conditions and approvals for exercise contained in the Option have been satisfied and request authorization for execution of the Restated Leases.

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 three copies of the executed Amendment to the Department of Beaches and Harbors.

Respectfully submitted,

Stan Wisniewski, Director

SW:RM:AK

Attachments (1)

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

Los Angeles County
Beaches & Harbors
Caring for Your Coast

To enrich lives through effective and caring service

November 6, 2003

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: ITEM 5c – ASSIGNMENT OF LEASEHOLD INTEREST - PARCEL 125R (MARINA CITY CLUB) – MARINA DEL REY, FROM MARINA CITY CLUB, L.P. TO ESSEX PORTFOLIO, L.P.

Item 5c on your agenda pertains to the proposed assignment of leasehold interest in Parcel 125R from Marina City Club, L.P. to Essex Portfolio, L.P. The attached Board letter contains background on our recommendation to consent to the proposed assignment.

Your Commission's endorsement of our recommendation to the Board of Supervisors, as contained in the attached letter, is hereby requested.

SW:sp

Attachment

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

Stan Wisniewski Director • **Kerry Gottlieb** Chief Deputy

November 5, 2003

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:

ASSIGNMENT OF LEASEHOLD INTEREST –
PARCEL 125R – MARINA DEL REY – MARINA CITY CLUB
(FOURTH DISTRICT)
(4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed assignment of the leasehold interest in Parcel 125R 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.

2. Approve and authorize the Chair to execute the attached three (3) copies of Consent to Assignment of Lease ("Consent") for Parcel 125R from Marina City Club, L.P., a California limited partnership ("MCC"), to Essex Portfolio, L.P., a California limited partnership ("Essex").

3. Instruct the Executive Officer of the Board to acknowledge and return two (2) copies of executed Consent to the Department of Beaches and Harbors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Marina del Rey leases provide that the County's consent is required on most lease assignments and that such consent may not be unreasonably withheld. MCC is requesting the County's consent to approve the assignment of leasehold interest in Parcel 125R, commonly known as the Marina City Club, to Essex. Department policy provides that the County's approval or denial of any assignment will be based on one or more of the following: (a) the financial condition of the assignee; (b) the price to be paid for the leasehold as it relates to the improvements or potential development thereon; (c) the management of the leasehold by the new lessee being in the best interest of the total Marina project.

Our review has found: (a) Essex, the proposed assignee, is a financially responsible concern that owns, acquires, develops and manages multifamily apartment communities and has a market capitalization of more than $1.5 billion; (b) the $28,000,000 sale price appears to be fair for the leasehold interest and improvements thereon; and (c) the Essex Property Trust, Inc., the proposed property manager, is the sole general partner of Essex and a publicly traded Real Estate Investment Trust, experienced in multifamily housing management.

In addition, Essex has specifically acknowledged that the County's harbor engineer has opined that all 316 boat slips at the leased premises will need to be replaced and Essex has agreed to implement a program to complete the replacement of all 316 boat slips, with no reduction in the number of slips, on or before December 31, 2008. Essex has further acknowledged that the replacement of boat slips will require approval and a permit from the California Coastal Commission (Commission) and that such a permit often requires a lengthy lead time to obtain. Essex has agreed to initiate the permit application for replacement of boat slips at least two years prior to the deadline for slip replacement and to diligently pursue timely approval of such a permit by promptly complying with the requirements and directions issued by the Commission or the Commission's staff.

Implementation of Strategic Plan Goals

This recommendation is consistent with the County's Strategic Plan Goal, Fiscal Responsibility and Service Excellence. The lease assignment will generate a $280,000 Administrative Transfer Fee payable to the County and allows the transfer of the leasehold interest to accommodate completion of a bona fide financial transaction, while maintaining appropriate management of the leasehold.

FISCAL IMPACT/FINANCING

The County will not incur an expense from this transaction. The parties will pay the County a $280,000 Administrative Transfer Fee at the close of escrow.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcel 125R, commonly known as Marina City Club, is improved with three high-rise towers containing 600 condominium units, a three-story promenade building consisting of 101 apartment units, a free-standing small building currently occupied by a chartered cruise business, and a marina consisting 316 boat slips. The leasehold occupies 858,265 square feet of land and 457,739 square feet of water area in Marina del Rey. In 1986, when the adjacent Ritz Carlton Hotel was separated from the subject leasehold to become a separate parcel, the original lease that covered both parcels ceased to exist and the Second Amended and Restated Lease No. 55624 was created to encompass the subject leasehold premises. The Restated Lease for Parcel 125R commenced on November 7,

1986 and expires on July 29, 2067.

The proposed assignee, Essex, is a California limited partnership created to own, acquire, develop and manage income properties. At the period ending June 30, 2003, its portfolio consisted of 118 multifamily properties (containing 25,125 units) and various other investment properties, mainly multifamily residential real estate, throughout the western region of United States. Essex Property Trust, Inc., a Maryland corporation and publicly traded Real Estate Investment Trust, is the sole general partner of Essex, holding 90% of interest of the partnership. Essex is also an active acquirer, developer, and manager of apartment communities in selected West Coast markets. The proposed assignee has also acknowledged the need to replace all 316 boat slips at the leased premises, and has agreed to complete the replacement no later than 2008.

The Small Craft Harbor Commission at its meeting on the 12th day of November, 2003, _____ of the Director's recommendation to execute the Consent to Assignment of Lease.

ENVIRONMENTAL DOCUMENTATION

The proposed lease assignment 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)

Not applicable.

CONCLUSION

Please have the Chair of the Board of Supervisors sign all three copies of the Consent and direct the Executive Officer of the Board to acknowledge the Chair's signature and return two executed copies of the Consent to the Department of Beaches and Harbors.

Respectfully submitted,

Stan Wisniewski
Director

Attachment (1)

c: Chief Administrative Officer
County Counsel

CONSENT TO ASSIGNMENT OF LEASE

The COUNTY OF LOS ANGELES ("County"), lessor under that certain lease No. 55624, dated November 7, 1986, as amended ("Lease"), applicable to those certain premises commonly known as Parcel 125R, Marina del Rey Small Craft Harbor, described in Exhibit "A," attached hereto and incorporated herein by this reference, does hereby consent to the assignment of said Lease by the present lessee, MARINA CITY CLUB, L.P., a California limited partnership ("MCC"), to ESSEX PORTFOLIO, L.P., a California limited partnership ("Essex"), in accordance with that certain Assignment of Lease and that certain Acceptance of Assignment of Lease prepared in connection with the proposed assignment contemplated thereby (the, "Assignment"). County further agrees that upon the effective date of said Assignment, MCC shall be fully relieved of, and released from, any and all obligations to County under the Lease accruing on or after the effective date of said Assignment. It is further understood and agreed that the County's consent to the Assignment is subject to the following express conditions:

A. This Consent to Assignment shall be null and void and of no further force or effect, until and unless the Assignment is complete and irrevocable in all respects within forty-five (45) days of the date of execution on behalf of the County of this Consent to Assignment of Lease.

B. This Consent to Assignment is contingent upon Essex's assumption and agreement to perform all obligations past, present and future, created by the terms, covenants and conditions of said Lease on the part of the lessee therein named to be performed, as set forth in the Acceptance of Assignment relating to the Assignment, and as otherwise required under the Lease.

C. The Assignment, having once become complete and irrevocable in all respects, shall thereafter be fully binding upon Essex whether or not MCC and Essex have entered into a separate agreement or understanding to which the County is not a party and which provides for or otherwise purports to affect the Assignment, and whether or not in such event any party thereto alleges, claims or otherwise shows or proves that there has been a breach, default, violation, or termination of any such separate agreement.

D. This Consent to Assignment is contingent upon the Administrative Transfer Fee, described in Section 5.11 of the Lease, in an amount of $280,000 due the County is paid in full upon the closing of escrow for the underlying transaction.

E. Essex shall not make any further assignment or sublease of the Lease, nor any portion thereof, without the written consent of County as lessor having first been obtained thereto in accordance with, and to the extent required by, the provisions of Section 10.03 of the Lease.

Dated this _____ day of _____, 2003

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

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

By: _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

LLOYD W. PELLMAN

By: _____
Deputy

ASSIGNMENT OF LEASE

MARINA CITY CLUB, L.P., a California limited partnership ("MCC"), does hereby assign, transfer, grant, convey and set over to ESSEX PORTFOLIO, L.P., a California limited partnership ("Essex"), all of its right, title and interest in and to that certain Lease No. 55624, dated November 7, 1986, as amended (hereinafter, the "Lease"), made and entered into by and between the COUNTY OF LOS ANGELES ("County"), as lessor, and MCC, as lessee, covering the leased premises situated in the Marina del Rey Small Craft Harbor of the County, hereinafter sometimes referred to as Parcel 125R, legally described in Exhibit "A," attached hereto and incorporated herein.

To have and to hold the same for and during the rest, residue and remainder of the term of the Lease.

This assignment shall be conditioned upon the close of Escrow No. 3105717-X81 at Chicago Title Company, 700 South Flower Street, Suite 900, Los Angeles, California 90017, and only effective as an assignment of the Lease (i) upon such closing and (ii) upon the full satisfaction of those conditions imposed by the County as set forth in its Consent to Assignment of Lease relating to this assignment, and the requirement that all 316 boat slips at the lease premises shall be replaced with new slips, without reduction of the number of slips, no later than December 31, 2008.

This assignment and Essex's acceptance of this assignment and Essex's assumption of past, present and future obligations created by the terms, covenants and conditions of the Lease shall in no way serve to cancel, limit or impair, as between MCC and Essex, any separate agreements between them relating to any past, present and/or future obligations under the Lease, except that any such agreement shall not serve to cancel this assignment once it has become complete, or to impair County's right to obtain Essex's full compliance with the terms of the Lease.

Dated this ___ day of _____, 2003.

MARINA CITY CLUB, L.P.,
a California limited partnership

By: _____

By: _____

ACCEPTANCE OF ASSIGNMENT OF LEASE

ESSEX PORTFOLIO, L.P., a California limited partnership ("Essex"), does hereby accept from MARINA CITY CLUB, L.P., a California limited partnership ("MCC"), the assignment of that certain Lease No. 55624, dated November 7, 1986, as amended (hereinafter, the "Lease"), made and entered into by and between the COUNTY OF LOS ANGELES ("County"), as lessor, and MCC, as lessee, covering the leased premises situated in the Marina del Rey Small Craft Harbor of the County, hereinafter sometimes referred to as Parcel 125R, legally described in Exhibit "A," attached hereto and incorporated herein, and does hereby assume and agree to perform all obligations past, present and future, created by the terms, covenants and conditions of said Lease on the part of the lessee therein named to be performed.

Essex acknowledges that the County has advised it that rent and other charges due from the lessee have been paid through June 30, 1995, as verified by formal audit, and that all sums determined to be due to County as a result of that audit have been satisfactorily paid to County and that rent and other charges due from the lessee have been received by the County in a timely manner for the time period from June 30, 1995, to the present, but that such payments are subject to formal audit to confirm that the lessee met its rental payment obligations under the Lease. Essex further acknowledges that once this assignment is complete, it will be responsible for payment of such amounts, if any, determined by any such audit to be due and payable to the County, as well as such future audits conducted for time periods during which MCC is lessee under the Lease.

Essex further acknowledges that the County has advised it that certain conditions currently exist on the leasehold premises which are described in Exhibit "B" attached hereto and incorporated herein. Essex acknowledges that the actual conditions on the leasehold premises may be more or less severe than the descriptions contained in Exhibit "B." Essex acknowledges that its responsibilities regarding the maintenance, repair and replacement of improvements on the leased premises under the lease extend to the existing conditions of the leased premises. Essex specifically acknowledges that the County's harbor engineer has opined that all 316 boat slips at the leased premises need to be replaced and Essex agrees to implement a program to complete the replacement of all 316 boat slips, with no reduction in the number of slips, on or before December 31, 2008. Essex further acknowledges that the replacement of boat slips will require approval and permit from the California Coastal Commission and such a permit requires a long lead time to obtain. Essex agrees to initiate the permit application at least two years prior to the deadline for slip replacement and agrees to diligently pursue timely approval of such a permit by promptly complying with the requirements and directions to be issued by the Commission or the Commission's staff.

This assignment shall be conditioned and effective upon the close of escrow and upon the full satisfaction of those conditions imposed by the County as set forth in its Consent to Assignment of Lease relating to this assignment.

This acceptance of this assignment and Essex's assumption of past, present and future obligations created by the terms, covenants and conditions of the Lease shall in no way serve to cancel, limit or impair, as between MCC and Essex, any separate agreements between them relating to any past, present and/or future obligations under the Lease, except that any such agreement shall not serve to cancel this assignment once it has become complete, or to impair County's right to obtain Essex's full compliance with the terms of the Lease.

Dated this____ day of _____, 2003.

ESSEX PORTFOLIO, L.P.,
a California limited partnership

By: Essex Property Trust, Inc.
a Maryland corporation,
Its General Partner

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE IMPROVED PARCEL

Parcels 527 to 537 inclusive, 540 to 580 inclusive, and 590 to 631 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North 77°07'44" West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South 77°07'44" East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to

the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the southwesterly corner of said Parcel 541; thence North 85°59'32" East along the southerly line of said last mentioned parcel a distance of 145.00 feet; thence North 4°00'28" West 179.90 feet to the northwesterly line of said last mentioned parcel; thence North 34°51'37" East along said northwesterly line 25.81 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line 15.00 feet to the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence southwesterly and southeasterly along said last mentioned northwesterly line and the southwesterly line of said last mentioned parcel to the most westerly corner of said Parcel 540; thence southeasterly along the southwesterly line of said last mentioned parcel to said northwesterly line of Parcel 541; thence southwesterly along said last mentioned northwesterly line to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 590; thence westerly along the northerly boundary of said last mentioned parcel to a line parallel with and 90 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 205.31 feet to the southerly line of said Parcel 591; thence North 77°07'44" West along said southerly line to a point distant North 77°07'44" West thereon 100.00 feet from the southeasterly corner of said last mentioned parcel; thence South 12°52'16" West to a line parallel with and 80 feet southerly, measured at right angles, from said southerly line; thence South 77°07'44" East along said last mentioned parallel line 56.73 feet to a line parallel with and 60 feet westerly, measured at right angles, from the easterly line of said Parcel 631; thence South along said last mentioned parallel line 123.09 feet to the southerly line of said last mentioned parcel; thence South 77°07'44" East along said last mentioned southerly line to the southeasterly corner of said last mentioned parcel; thence North along the easterly lines of said Parcels 631, 591 and 590 a distance of 407.24 feet to the point of beginning.

Excepting further therefrom that portion thereof within the following described boundaries:

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of

44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 597; thence easterly along said last mentioned parallel line and its easterly prolongation South 77°07'44" East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet a radial of said last mentioned curve at said last mentioned point bears South 15°15'08" West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of 2°20'51" an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North 72°24'01" West 694.32 feet to said true point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said parallel line to said northerly line; thence South 85°59'32" West along said northerly line to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for storm drain purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of a line parallel with and 10 feet easterly, measured at right angles, from the center line of that certain 20 foot easement for fire

access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 26 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said last mentioned parallel line to the southerly line of the northerly 17 feet of said Parcel 541; thence South 85°59'32" West along said southerly line 36.00 feet; thence North 4°00'28" West 17.00 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line to a line which bears North 4°32'55" West and which passes through the point of beginning; thence North 4°32'55" West to said point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer purposes in and across the above described parcel of land, within a strip of land 6 feet wide, lying 3 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 7 feet westerly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541; thence North 85°59'32" East along said last mentioned parallel line 148.60 feet; thence North 4°00'28" West to a line parallel with and 33 feet northerly, measured at right angles, from the northerly line of said Parcel 547; thence North 85°59'32" East along said last mentioned parallel line 1272.43 feet.

The side lines of said 6 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection.

Excepting from said 6 foot strip of land that portion thereof which lies southerly of a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541.

Also excepting from said 6 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North 85°59'32" East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 621; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 630; thence South 77°07'44" East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly

line of said last mentioned parcel; thence westerly along the southerly lines of said Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540 to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire alarm purposes in and across the above described parcel of land, within a strip of land 3 feet wide, the northerly boundary of which is described as follows:

Commencing at the easterly terminus of that certain 960 foot radius curve in the northerly boundary of said Parcel 605; thence westerly along said curve and its westerly continuation 30.42 feet to the true point of beginning; thence easterly along said westerly continuation and said certain curve 30.42 feet to said easterly terminus; thence South 72°24'01" East along the straight line in said northerly boundary and its easterly prolongation 195.23 feet.

Excepting from said 3 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the westerly 10 feet of the first above described 20 foot strip of land and within the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Hotel Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

DESCRIPTION APPROVED
NOV 12 1986
GEORGE Y. TICE, DIRECTOR
FACILITIES MANAGEMENT DEPARTMENT
BY _____ DEPUTY

New Inspections Lessee Report

Department of Beaches & Harbors

13837 Fiji Way, Marina del Rey, CA 90292
Telephone (310) 577-5737 Fax (310) 306-2594

EXHIBIT B

B-1

MARINA DEL REY SMALL CRAFT HARBOR - LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

Note: Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 125I Marina City Club
Inspection No. 31 Inspection Date 09/15/03

Location	Deficiency	Remedy	Remarks	Deadline Date	Immediate	Place
General note all docks	Electrical cable(s) in water	Remove	Organize all power and phone lines along mainwalks	09/15/03	Yes	Docks
E-0201 Mainwalk	Misc. items stored on main walk	Remove	Plants	09/15/03	Yes	Docks
E-0205 Finger	Loose	Repair		11/15/03	No	Docks
E-0205 Mainwalk fascia	Electrical cable(s) in water	Remove		09/15/03	Yes	Docks
E-0209 Finger	Loose	Repair		11/15/03	No	Docks
E-0209 Mainwalk	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-0211 Mainwalk	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-0408 Mainwalk fascia	Electrical cable(s) in water	Remove		09/15/03	Yes	Docks
E-0410 Mainwalk fascia	Electrical cable(s) in water	Remove		09/15/03	Yes	Docks
E-0604 Mainwalk fascia	Electrical cable(s) in water	Remove	Conduit	09/15/03	Yes	Docks
E-0802 Finger	Misc. item stored on finger	Remove	Kayak	09/15/03	Yes	Docks
E-0804 Finger	Misc. item stored on finger	Remove	Boxes, etc.	09/15/03	Yes	Docks
E-0814 Mainwalk Power Center	Damaged	Repair		09/15/03	Yes	Docks
E-1201 Finger	Dock finger not stable	Repair		11/15/03	No	Docks

Department of Beaches & Harbors

13837 Fiji Way, Marina del Rey, CA 90292
Telephone (310) 577-5737 Fax (310) 306-2594

MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

Note: Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 125I Marina City Club
Inspection No. 31 Inspection Date 09/15/03

Location	Deficiency	Remedy	Remarks	Deadline Date	Immediate	Place
E-1203 Finger	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-1204 Finger	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-1205 Finger	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-1218 Finger	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-1408	Vessel extends over main walk	Remove		11/15/03	No	Docks
E-1408 Finger	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-1410	Vessel extends over main walk	Remove		11/15/03	No	Docks
E-1415 Dockbox	Light fixture damaged	Repair		09/15/03	Yes	Docks
E-1415 Finger	Misc. item stored on finger	Remove	Kayak	09/15/03	Yes	Docks
E-1416 Finger	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-1419 Mainwalk fascia	Electrical cable(s) in water	Remove		09/15/03	Yes	Docks
E-1600 Bulkhead walkway	Sign damaged	Repair	Pedestrians only	11/15/03	No	Docks
E-1601 Knee area fascia	Dock fascia board dry rot	Repair		11/15/03	No	Docks
E-1601 Mainwalk fascia	Electrical cable(s) in water	Remove	Conduit	09/15/03	Yes	Docks

Department of Beaches & Harbors
13837 Fiji Way, Marina del Rey, CA 90292
Telephone (310) 577-5737 Fax (310) 306-2594

MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

Note: Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 125I Marina City Club
Inspection No. 31 Inspection Date 09/15/03

Location	Deficiency	Remedy	Remarks	Deadline Date	Immediate	Place
E-1603 Mainwalk	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-1603 Power Center	Damaged	Repair	Repair burnt face plate	09/15/03	Yes	Docks
E-1612 Dock box	Dock box damaged	Repair		11/15/03	No	Docks
E-1819 Finger	Misc. item stored on finger	Remove	Fuel container	09/15/03	Yes	Docks
E-1822 Finger end	Concrete deck panel w/major cracks	Repair		11/15/03	No	Docks
E-2000 Main phone panel	Deteriorated condition	Repair		09/15/03	Yes	Docks
E-2005 Finger	Loose	Repair		11/15/03	No	Docks
E-2017 Pile roller board	Pile guide roller board split/loose	Repair		11/15/03	No	Docks
E-2200 Kneeboards (all)	Paint blistered and peeling	Paint		11/15/03	No	Docks
E-2203 Finger	Loose	Repair		11/15/03	No	Docks
E-2205 Mainwalk	Electrical cable(s) in water	Remove	Phone lines	09/15/03	Yes	Docks
E-2208 Dock box	Water leak(s)	Repair		09/15/03	Yes	Docks
E-2214 Finger	Loose	Repair		11/15/03	No	Docks
E-2214 Finger end	Concrete deck panel w/major cracks	Repair		11/15/03	No	Docks

Department of Beaches & Harbors

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MARINA DEL REY SMALL CRAFT HARBOR -
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Parcel No. 125I Marina City Club
Inspection No. 31 Inspection Date 09/15/03

Location	Deficiency	Remedy	Remarks	Deadline Date	Immediate	Place
E-2218 Finger	Loose	Repair		11/15/03	No	Docks
E-2402 Finger	Misc. item stored on finger	Remove	Paint materials	09/15/03	Yes	Docks
E-2403 Mainwalk	Dock fascia board dry rot	Repair		11/15/03	No	Docks
E-2407 Mainwalk	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-2409 Mainwalk fascia	Electrical cable(s) in water	Remove	Conduit	09/15/03	Yes	Docks
E-2413 Mainwalk	Concrete panel(s) minor cracks	Repair		11/15/03	No	Docks
E-2601 Mainwalk	Electric cables crossing dock(s)	Remove		09/15/03	Yes	Docks
E-2604 Finger	Misc. item stored on finger	Remove	Fuel container	09/15/03	Yes	Docks
E-2608 Kneeboard	Knee board dry rot under dock box	Repair		11/15/03	No	Docks
E-2622 Dock box	Water leak(s)	Repair		09/15/03	Yes	Docks
E-2805 Dock box	Water leak(s)	Repair		09/15/03	Yes	Docks
E-2812 Mainwalk	Electric cables crossing dock(s)	Remove		09/15/03	Yes	Docks
E-2818 Mainwalk	Deck panel(s) uneven	Repair		11/15/03	No	Docks
E-3000 Kneeboard (all)	Paint blistered and peeling	Repair		11/15/03	No	Docks

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LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125I Marina City Club
Inspection No. 31 Inspection Date 09/15/03

Location	Deficiency	Remedy	Remarks	Deadline Date	Immediate	Place
E-3007 Mainwalk fascia	Dock fascia board dry rot	Repair		11/15/03	No	Docks
E-3015 Finger	Dock fascia board dry rot	Repair		11/15/03	No	Docks
E-3017 Finger	Dock fascia board dry rot	Repair		11/15/03	No	Docks
E-3208 Finger	Loose	Repair		11/15/03	No	Docks
E-3211 Finger	Misc. item stored on finger	Remove	Paint materials	09/15/03	Yes	Docks
E-3218 Finger	Loose	Repair		11/15/03	No	Docks
E-3415 Finger	Loose	Repair		11/15/03	No	Docks
E-3415 Mainwalk fascia	Electrical cable(s) in water	Remove	Conduit	09/15/03	Yes	Docks

Total Count for this Inspection Report 64

Inspector _____
Robert Stassi

Approved by: _____
D. Wayne Schumaker

_____
Signature of Lessee

_____
Printed Name of Lessee Rep.

Distribution: Lessee (x) Inspector (x) Res. Mgr. (x) File (x)

Department of Beaches & Harbors

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MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125l Marina City Club 5757 Wilshire Boulevard, Penthouse 30, Los Angeles, CA, 90036
Inspection No. 30 Inspection Date 07/24/03

Location	Deficiency	Remedy	Remarks	Inspection Date	Deadline Date	Immediate	Place
C.Center tower paddle tennis courts (reparis)	Incomplete	Repair		07/24/03	09/24/03	No	Landside
C.Center tower 12hr parking spc# 75	Water leak(s)	Repair		07/24/03	07/24/03	Yes	Landside
C.Court Club entry fascia	Paint blistered and peeling	Paint		07/24/03	09/24/03	No	Landside
E.East tower north 2nd laundry screen	Paint blistered and peeling	Paint		07/24/03	09/24/03	No	Landside
E.East tower parking spc # 202	Electric outlet cover plate missing	Replace	Replace cover in ceiling	07/24/03	07/24/03	Yes	Landside
E.East tower parking spc # 302	Electric outlet cover plate missing	Replace	Replace cover in ceiling	07/24/03	07/24/03	Yes	Landside
E.East tower parking spc#470	Electric outlet cover plate missing	Replace	Replace cover in ceiling	07/24/03	07/24/03	Yes	Landside
E.East tower pool drinking fountain	Drinking fountain inoperable	Repair		07/24/03	07/24/03	Yes	Landside
E.East tower south 2nd flr laundry screen	Damaged	Repair		07/24/03	09/24/03	No	Landside
E.East tower south 5th flr laundry screen	Damaged	Repair		07/24/03	09/24/03	No	Landside
F. Fantasea entry gate at E-3600	Illegal sign(s)	Remove	Commode parking only	07/24/03	07/24/03	Yes	Landside
F.Fire dept. boater bathroom	Graffiti	Remove		07/24/03	07/24/03	Yes	Landside
F.Fire dept. landscape area	Misc. trash and debris	Remove		07/24/03	09/24/03	No	Landside
F.Fire dept. landscape area	Weeds throughout area	Remove		07/24/03	09/24/03	No	Landside

New Inspections Lessee Report

Department of Beaches & Harbors

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MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125I Marina City Club 5757 Wilshire Boulevard, Penthouse 30, Los Angeles, CA, 90036
Inspection No. 30 Inspection Date 07/24/03

Location	Deficiency	Remedy	Remarks	Inspection Date	Deadline Date	Immediate	Place
P. Reserved tenant parking spc#104	Water leak(s)	Repair		07/24/03	07/24/03	Yes	Landside
P.A. Breezeway Men's base tile	Tile(s) cracked/ missing	Replace		07/24/03	09/24/03	No	Landside
P.A. Breezeway Men's urinal	Broken	Repair		07/24/03	07/24/03	Yes	Landside
P.B. Breezeway elevator	Broken	Repair	Provide certification for repairs	07/24/03	07/24/03	Yes	Landside
W. West N. Stairwell #1	Paint blistered and peeling	Paint		07/24/03	09/24/03	No	Landside
W. West N. Stairwell #2	Paint blistered and peeling	Paint		07/24/03	09/24/03	No	Landside
W. West tower reserved resident spc#497	Cracked	Patch	Repair corner of stair entry to plaza level	07/24/03	09/24/03	No	Landside
W. West tower south 7th flr laundry room	Paint blistered and peeling	Paint		07/24/03	09/24/03	No	Landside
W.West reserved spc#119	Electrical wiring exposed	Repair		07/24/03	07/24/03	Yes	Landside
X.E-1600 Pedestrian only sign	Sign damaged	Repair		07/24/03	09/24/03	No	Landside

Total Count for this Inspection Report 24

Inspector _____
Robert Stassi

Approved by: D. Wayne Schumaker

_____
Signature of Lessee

_____
Printed Name of Lessee Rep.

Distribution: Lessee (x) Inspector (x) Res. Mgr. (x) File (x)

Department of Beaches & Harbors

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MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125l Marina City Club 5757 Wilshire Boulevard, Penthouse 30, Los Angeles, CA, 90036

No.	Location	Deficiency	Remedy	Remarks	Deadline Date	Age	Immediate	Place
27	C. Center tower at jacuzzi guard rail	Deteriorated condition	Repair	Guard rail is rusted	04/10/03	105	Yes	Landside
2	C. Center tower at Jacuzzi/hand rail	Spa step-rail not secure	Repair	Previous Report 3/8/00	07/26/00	1093	Yes	Landside
2	C. Center tower at Jacuzzi/pool gate	Gate does not close completely	Repair	Previous Report 3/8/00	07/26/00	1093	Yes	Landside
24	C. Center tower North wall facing Admiralty	Wall split/cracked	Repair	Repair wall and repaint	01/20/03	185	No	Landside
27	C. Center tower N. stairwell # 1	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	C. Center tower N. stairwell # 2	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	C. Center tower oval pool gate	Gate does not close completely	Repair		04/10/03	105	Yes	Landside
27	C. Center tower parking self park # 201	Structural damage	Repair	Building permit required	06/10/03	44	No	Landside
27	C. Center tower parking spc # 610	Water leak(s)	Repair		06/10/03	44	No	Landside
27	C. Center tower parking spc# 270	Electric outlet cover plate missing	Repair		04/10/03	105	Yes	Landside
27	C. Center tower parking 12 hr # 7-31	Structural damage	Repair	Building permit required	06/10/03	44	No	Landside
27	C. Center tower parking 12 hr.# 34-74	Structural damage	Repair	Building permit required	06/10/03	44	No	Landside
16	C. Center tower pool deck area	Deck surface cracked	Repair		01/29/02	541	No	Landside
21	C. Center tower P level elevator	Carpet stained	Repair		09/30/02	297	No	Landside

Department of Beaches & Harbors

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MARINA DEL REY SMALL CRAFT HARBOR -

LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125l Marina City Club 5757 Wilshire Boulevard, Penthouse 30, Los Angeles, CA, 90036

27	C. Center tower P. level elevator lobby	Paint blistered and peeling	Paint		06/10/03	44	No	Landside
27	C. Center tower S. stairwell # 1	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	C. Center tower S. stairwell # 2	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
19	E. East tower at helex	Paint stained with corrosion	Paint		05/26/02	424	No	Landside
21	E. East tower center courtyard walls	Paint/stain peeling/faded	Paint		09/30/02	297	No	Landside
27	E. East tower N. stairwell # 1	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	E. East tower N. stairwell # 2	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	E. East tower N. 2nd floor water heater	Missing	Replace	TP valve	04/10/03	105	Yes	Landside
27	E. East tower pool deck	Deck surface cracked	Repair		06/10/03	44	No	Landside
27	E. East tower pool rail	Swimming pool step-rail not secure	Repair		04/10/03	105	Yes	Landside
27	E. East tower P. level elevator lobby	Paint blistered and peeling	Paint		06/10/03	44	No	Landside
27	E. East tower S. stairwell # 1	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	E. East tower S. stairwell # 2	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
24	E. Tower entrance driveway area	Asphalt uneven	Repair		01/20/03	185	No	Landside
27	F. Fantasea women's boater bath door	Door damaged	Repair		06/10/03	44	No	Landside

Department of Beaches & Harbors

13837 Fiji Way, Marina del Rey, CA 90292
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Report Printed Date: July 24, 2003

B-10

MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125l Marina City Club 5757 Wilshire Boulevard, Penthouse 30, Los Angeles, CA, 90036

16	F. Fire dept. bathroom floor	Floor damaged	Repair		01/29/02	541	No	Landside
21	F.Fire Dept.bathrooms	Paint blistered and peeling	Paint		09/30/02	297	No	Landside
24	General note structural damage repairs	New construction not painted/inspected		Provide certification from Engineer/Inspector for structural repairs	11/20/02	246	Yes	Landside
25	Palm trees on side of Fantasea building	Fronds & stocks in need of trimming	Remove		12/10/02	226	Yes	Landside
27	P. A. Breeze elevator ceiling	Ceiling panel damaged	Replace	Replace missing panel	06/10/03	44	No	Landside
19	P. Bulkhead area at EN2	Misc. items stored on sidewalk	Remove	Cactus plant	03/26/02	485	Yes	Landside
21	P. Fantasea blue deck above bathroom	Insufficient repair	Repair	Weld rusted area under plywood	07/30/02	359	Yes	Landside
2	P. Promenade area post at Unit #332	Paint blistered and peeling	Repair	Previous Reports 7/13/99, 11/9/99 and 3/8/00	07/26/00	1093	Yes	Landside
24	P. Promenade Apts. railing bases throughout	Wall split/cracked	Repair	Repair brick cap at base of rails facing water	11/20/02	246	Yes	Landside
19	P. Promenade balconies facing water	Paint blistered and peeling	Paint		05/26/02	424	No	Landside
2	P. Reserved tenant loading zone #322	Plumbing leaks	Replace	Cast iron waste pipe	07/26/00	1093	Yes	Landside
24	P. Reserved tenant parking space # 117	Pothole(s)	Repair		01/20/03	185	No	Landside
27	P. Reserved tenant parking spc # 216	Structural damage	Repair	Building permit required	06/10/03	44	No	Landside
1	P. Reserved Tenent Spc. #214/226	Water leak(s)	Repair	Previous report 11/9/99 and 11/29/00	04/03/01	842	Yes	Landside
1	P. Reserved Tenent Spc. #304	Water leak(s)	Repair	Previous report 11/9/99 and 11/29/00	04/03/01	842	Yes	Landside

Department of Beaches & Harbors

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Report Printed Date: July 24, 2003

B-11

MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125l **Marina City Club** **5757 Wilshire Boulevard, Penthouse 30, Los Angeles, CA, 90036**

1	P. Reserved Tenent Spc. #305	Water leak(s)	Repair	Previous report 11/9/99 and 11/29/00	04/03/01	842	Yes	Landside
1	P. Reserved Tenent Spc. #307	Water leak(s)	Repair	Previous report 11/9/99 and 11/29/00	04/03/01	842	Yes	Landside
27	P. Ritz men's boater bath	Wall damaged	Repair	Repair wall at stall	06/10/03	44	No	Landside
27	P. Ritz men's boater bath at shower	Water leak(s)	Repair	Repair wall behind shower	06/10/03	44	No	Landside
27	P. Ritz men's boater bathroom	Paint blistered and peeling	Paint		06/10/03	44	No	Landside
10	P. Sea Wall Panel at EN5	Building permit required	Secure	Consult Planning Division before repair	06/03/01	781	No	Landside
27	P. Stairway Helex near unit 335	Window(s) broken	Repair	Replace broken glass near Fantasea	04/10/03	105	Yes	Landside
19	P. 3600 pedestrian only sign	Sign lettering faded	Repair		05/26/02	424	No	Landside
16	Roadway in front of property service	Asphalt deteriorated	Repair		01/29/02	541	No	Landside
24	W. West tower North exterior walls	Paint blistered and peeling	Paint		01/20/03	185	No	Landside
27	W. West tower N. stairwell # 1	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	W. West tower N. stairwell # 2	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	W. West tower parking # 345 plumbing	Insufficient repair	Replace		04/10/03	105	Yes	Landside
24	W. West tower south stairs	Paint/stain peeling/faded	Paint		01/20/03	185	No	Landside
24	W. West tower South exterior walls	Paint blistered and peeling	Paint		01/20/03	185	No	Landside

Outstanding Report

Department of Beaches & Harbors

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Telephone (310) 577-5737 Fax (310) 306-2594

Report Printed Date: July 24, 2003

B-12

MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

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Parcel No. 125l Marina City Club 5757 Wilshire Boulevard, Penthouse 30, Los Angeles, CA, 90036

27	W. West tower S. stairwell # 1	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
27	W. West tower S. stairwell # 2	Paint blistered and peeling	Paint	G1-13	06/10/03	44	No	Landside
24	W. West tower wall facing courtyard	Paint stained with corrosion	Paint		01/20/03	185	No	Landside
10	W. West Tower Parking Above Lobby	Structural damage	Repair	Building permit required	04/04/01	841	Yes	Landside
10	W. West Tower Pillars (All)	Paint/stain peeling/faded	Repair		06/03/01	781	No	Landside
19	W.Tower parking space #345 plumbing line	Deteriorated condition	Repair		03/26/02	485	Yes	Landside
18	X. E-3600 Private property sign	Sign unauthorized	Remove	"No Trespassing" not DCB approved	03/11/02	500	Yes	Landside

Total Count for this Inspection Report 66

Inspector _____
Robert Stassi

Approved by: _____
D. Wayne Schumaker

_____
Signature of Lessee

_____
Printed Name of Lessee Rep.

Distribution: Lessee (x) Inspector (x) Res. Mgr. (x) File (x)

Los Angeles County Beaches & Harbors

To enrich lives through effective and caring service

November 6, 2003

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **ITEM 6a - ONGOING ACTIVITIES REPORT**

BOARD OF SUPERVISORS' ACTIONS ON ITEMS RELATING TO MARINA DEL REY

At its November 4, 2003 meeting, the Board of Supervisors approved and authorized an amendment to our agreement with the Marina del Rey Convention and Visitors Bureau (MdR)(CVB), extending the term for one year with a one-year optional extension, with an additional annual payment not to exceed $40,000, to compensate the MdR CVB for providing seven-day-a-week promotional services at the Marina del Rey Visitors Information Center, as well as engaging in joint projects with the Department that promote Marina del Rey.

Also at its November 4, 2003 meeting, the Board of Supervisors approved and authorized the Chair to sign the Consent of County of Los Angeles to assignment of leases for Parcels 12R (Deauville Marina) and 15U (Bar Harbor Marina) from the current lessee, Marina Two Holding Partnership, to Esprit One LLC, and Esprit Two LLC, respectively.

At its October 28, 2003 meeting, the Board of Supervisors approved and authorized the Chief Administrative Officer and the Director to proceed with exclusive negotiations for lease options and long-term leases/lease extensions for three development projects proposed for the area around the Marina Beach.

At its October 8, 2003 meeting, the Board of Supervisors approved contracts with George Hamilton Jones, Inc., Hendrickson Appraisal Company, Inc., and Parkcenter Realty Advisors, for commercial real property appraisal services pertaining to Marina del Rey and County-owned/operated beaches, at an aggregate annual County cost not to exceed $125,000, for a period of three years with two one-year renewals.

The items from the November 4 and October 28 meetings were previously considered and recommended by your Commission.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

Stan Wisniewski Director • **Kerry Gottlieb** Chief Deputy

DESIGN CONTROL BOARD MINUTES

The draft minutes for the Design Control Board meeting of October 16, 2003 are in your packet.

SW:tlh

DRAFT

MINUTES
OF
MARINA DEL REY
DESIGN CONTROL BOARD

October 16, 2003

Department of Beaches and Harbors
Burton Chace County Park
Community Building – 13650 Mindanao Way
Marina del Rey, CA 90292

Members Present:	Susan Cloke, First District, Chair David Abelar, Second District Katherine Spitz, Third District
Department Present:	Joe Chesler, Chief, Planning Division Julie Cook, Planner LaTrina Hancock, Secretary
County Staff Present:	Kevin Johnson, Regional Planning Dave Michaelson, County Counsel
Guest Present:	Doris Sorensen, Pacific Ocean Management Sid Partow, Newport Boats Saeed Shadraua

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1. Call to Order & Absences
   Ms. Cloke called the meeting to order at 2:05 p.m. Ms. Spitz led the Pledge of Allegiance.

2. Approval of Minutes from June 19, 2003 and August 21, 2003 and September 18, 2003
   Minutes held until the next meeting in November so that the minutes will be approved by Board members that attended those meetings.

3. Approval of DCB Reviews #03-012B, #03-013 and #03-006
   Ms. Spitz (Abelar) moved to approve DCB Review #03-012B as submitted. Motioned passed unanimously.

   Ms. Spitz (Abelar) moved to approve DCB Review #03-013 with corrections. Motion passed unanimously.

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DCB Review #03-006 was continued for revisions until the next meeting in November.

Mr. Chesler advised the new procedures for any member of the public that wishes to speak on an agenda item. A request to address the Design Control Board must be filled out in advance, given to the Board Secretary who will then submit it to the Chair of the Board.

4. New Business

A. Parcel 44 – Newport Boats at Pier 44 – (DCB #03-014)
Approval of one sign.

Public Comments
None

Board Comments/Questions
Ms. Cloke felt that the amount of information requested for the 17-foot high sign is too much. She suggested a monument sign with less information to be placed near the flowerbed next to an adjacent sign at the location.

Mr. Partow, Newport Boats, advised the Board that the information on the proposed sign is for public identification of the business.

Ms. Cloke advised that the proposed information for the pole sign is inappropriate signage for the Marina. Ms. Cloke asked the applicant about his willingness to replace the pole sign with a monument sign. Mr. Saeed Shadrava, sign maker, concurred with the additional cost for monument signage. Mr. Chesler advised the Board that if the applicant changed to a monument sign they could not use the current signpost at the location. Mr. Chesler advise if the Board wants the applicant to have a monument sign it should be integrated with the existing leasing sign.

Ms. Spitz was concerned that there are too many colors and graphics on the sign giving it the appearance of an advertisement.

The applicant was advised that the illumination of the sign would have to be turned off when the business closes.

Ms. Cloke advised the applicant that if the sign is approved it would be for a two-year period. If the new sign ordinance is not in place when the two-year period ends the applicant would be granted an extension.

Mr. Chesler suggested that this item be continued because of the changes suggested by the Board and Staff regarding the proposal.

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5. Old Business

A. Parcel 56 – Sapori Italian Restaurant at Fisherman's Village – (DCB #03-014)
Verbal update by Staff.

Public Comments
None

Ms. Cook advised the board that the Design Board Review, #03-014, was previously approved by the Board and that the applicant has provided Staff with a scaled drawing as the Board requested.

6. Report from the Chief of Planning

A. Temporary Permits
Mr. Chesler reported that a temporary banner for SeaPlanes at Fisherman's Village was the only temporary permit was issued within the last month. SeaPlanes was advised that permanent signage as well as an banner would require DCB approval

B. EDAW – Urban Design Update
Mr. Chesler reported that the Design Team is working on a Master Plan effort for Burton Chace Park and moving forward with the DCB approved Parcel 51 plans for the interim park.

C. Marina Redevelopment RFP Briefing
Mr. Chesler reported that the Entertainment Retail Center proposal, which involves Mindanao Way east of Chace Park, is still in the evaluation process and there has not been an official recommendation by the Department.

Small Craft Harbor Commission recommended that one of the Boat Central Projects be advanced to the Board of Supervisor for exclusive negotiations.

The Marina "Mothers" Beach RFP, which includes various parcels in that area received five proposals, three of which were recommended for exclusion negotiations with the Board of Supervisors. These projects included:

- Parcel IR located at Via Marina and Admiralty Way is a partnership where in a project operated by Marina Courtyard would be constructed and would provide for maintenance of existing parking at that location.

- Parcel NR and Parcel 33, for a mixed-use residential project.

- Parcel GR and Parcel 22, residential and visitor-serving proposal.

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Public Comments
None

Board Comments/Questions
Ms. Cloke was concerned about the interim park at Parcel 51, asking about the funds that would be used. Mr. Chesler explained the County budget problems noting that the Chief Administration Office (CAO) advised Staff to defer all non-essential services. Ms. Cloke commented on the terrible condition of the fence around Parcel 51 and advised Staff to report at the November meeting what is going to be done about the fence.

Ms. Cloke complimented Staff on the progress of the Coastlink Water Shuttle.

- Regarding the Urban Design Update, Ms. Cloke advised Staff that at the November meeting the Board wants specific dates for deliverable products to be presented to the Board.

  Ms. Spitz asked if financial problems are impeding the Urban Design Master Plan. Mr. Chesler advised the plans are very preliminary and that the Director decided to redirect the urban design efforts to the Chace Park Master Plan.

  Ms. Cloke was displeased with the Marina Design Guidelines being "put aside" for other Marina projects, noting that the Marina Guidelines are intended to guide development and should be considered a top priority regarding the Marina. Mr. Abelar stated that the Design Control Board should be advised of any changes regarding the Marina redevelopment and have a chance to participate in the decision making process. Ms. Spitz asked for clarification on the relationship of the master plan for Burton Chace Park and the Entertainment Retail Center. Mr. Chesler advised that Burton Chace Park is surrounded by three leaseholds and each the leaseholds has an independent time clock. The Director and the Asset Management Division work to maximize the public benefits on the leaseholds, noting that the opportunities for the expanded public park area, being able to accommodate the aquatic center and the expanding boating uses will disappear if there is no action by the County.

- Ms. Cloke advised Staff that the Board wants the urban design team, EDAW, to come and have a preliminary discussion with the Board regarding the Urban Design Master Plan issues.

  In response to questions, Mr. Chesler advised that all of the proposals are independent of each other and while they include concept drawings they are not provided to the commissions because they are in the conceptual stage and evaluated by the review panel. Ms. Cloke asked if drawings could be provided to the Board, which will help in understanding the text. Mr. Chesler advised he

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would mail the Board the drawings before the next meeting. Ms. Cloke asked if the proposals are consistent with the Local Coastal Plan (LCP), to which Mr. Chesler advised that each project would require an LCP amendment.

- Ms. Cloke wants a monthly report on the update on the abandoned docks, Parcel 55. Mr. Chesler advised that there are negotiations with Pacific Ocean Management for an inclusion of this Parcel into the Fisherman's Village redevelopment area, which has not been finalized yet. There is a design plan for the demolition and removal, in the interim, of the docks. Ms. Cloke felt the docks are a dangerous public nuisance. Mr. Abelar asked when would the dock be fixed, to which Mr. Chesler replied that the docks have been closed to the public and that the project is still in negotiations and will possibly be handled within the next six to eight months. Dave Michaelson, County Counsel, agreed that he would visit the Parcel 55 docks and advise Staff of any immediate action, if needed, to make sure the proper safeguards have been completed by the County. He also advised if the proper signage is posted, the public would be trespassing by entering the docks.

- Ms. Cloke asked the Department to confirm that there is a demand for the dry dock boat storage equal to the amount it being proposed. Mr. Chesler advised he would have a report for the Board at the next meeting.

- Ms. Spitz requested a report on the traffic conditions/traffic study on projects that were previously discussed.

- For the November meeting Ms. Cloke requested a list of all pole signage that has been given an approval with a two-year pole phase out condition.

7. Election of Officers
   Held until all members are present at the meeting.

8. Public Comments
   None

** Mr. Chesler advised the Board that Dave Michaelson, County Counsel, would no longer be the Counsel representative for Beaches and Harbors.*

Meeting adjourned at 4:40 p.m.

Respectfully Submitted,

La Trina Hancock-Perry
Design Control Board Secretary