

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made this 10th day  
of April, 1964, by and between the County  
of Los Angeles hereinafter referred to as "County" and Union Oil  
Company of California, a corporation, 461 South Boylston Street,  
Los Angeles, California

hereinafter referred to as "Lessee" WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the ~~twenty-~~  
first day of July, 1961, entered into a lease of prem-  
ises, commonly referred to as Parcel (s) No. one (1), Marina del  
Rey, consisting of a total of 61,250 square feet and situated  
in the Marina del Rey Small Craft Harbor of the County of Los Angeles,  
State of California, more particularly described in Exhibit "A"  
attached thereto and incorporated herein, and:

WHEREAS, the Board of Supervisors on the twenty-fifth day of  
February, 1964, adopted a resolution authorizing certain amendments to  
the provisions of the said lease:

NOW, THEREFORE, in consideration of the mutual premise and cove-  
nants of each of the parties hereto, it is hereby agreed as follows:

1. SECTION 14 OR SECTION 14 $\frac{1}{2}$  (WHICHEVER IS APPLICABLE) (RENT  
RENEGOTIATION TO MEET LEGAL REQUIREMENTS) IS HEREBY  
DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED:

Section 504 of the Bond Resolution described in Section 46 of  
this Lease requires that each Lease provide that the square foot ren-  
tals and percentage rentals be subject to increase if and when the  
Board of Supervisors shall find and determine that such increase is  
required to permit the County to meet its obligations under the terms  
of said Bond Resolution.

In the event that the Board of Supervisors determines that it  
is required to increase rentals to meet its obligations under the  
Bond Resolution, it may increase the square foot rentals, and percen-  
age rentals provided for in this Lease to the extent required to meet

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Gordon T. Neavig  
Clerk of the Board

said obligations, except that the Lessee shall bear no more than his proportionate share of the total increase required to meet said obligations as reasonably determined by the Director, and, in any event, the amount of any such increase shall not exceed ten per cent (10%) of the previously existing square foot rentals and percentage rentals. Rental increases under this section shall not be made during the first five (5) years of the term hereof nor more often than every ten (10) years thereafter.

2. SECTION 48 (MULTI-FAMILY PROJECT AND FEDERAL HOUSING ADMINISTRATION FINANCING REQUIREMENTS) IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED:

48. FEDERAL HOUSING ADMINISTRATION FINANCING REQUIREMENTS.

Upon any default under this lease, where the leasehold is subject to a mortgage or trust deed insured, reinsured or held by the Federal Housing Commissioner, County shall give mortgagee and the Federal Housing Commissioner notice in writing, and the mortgagee and the Federal Housing Commissioner, their successors and assigns, shall have the right at any time within six (6) months from the date of such notice to correct the default and reinstate the lease, or, if County declares the lease forfeited and secures possession of the leased premises, the mortgagee or the Federal Housing Commissioner within six (6) months of such forfeiture and securing of possession may elect to request and receive a new lease running to mortgagee or Federal Housing Commissioner, their successors and assigns, having the same provisions and conditions as this lease and having a term equal to the remaining term of this lease, except that the Federal Housing Commissioner's liability for ground rental shall not extend beyond his occupancy thereunder, the County to deliver possession of the property immediately upon the execution of such new lease, and the mortgagee or Federal Housing Commissioner to pay to County the amount of ground rentals due under this lease less any net rentals or other income which County may have received during the time it may have been in possession of the property.

County may accept in lieu of the performance and payment bonds required by this lease, the bond required by the Federal Housing Commissioner in connection with construction of a project financed with an FHA insured loan, if County finds such bonds to be satisfactory as to form and amount and County is made a co-obligee on such bond.

In lieu of the requirements for hazard insurance in this lease, County may accept hazard insurance as required by the Federal Housing Commissioner, if the terms of such insurance are satisfactory to County, and the County is included as an insured under the policy as its interests may appear.

3. All other terms and conditions and covenants to the said Lease are to remain unchanged.

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

Dated April 10, 19 64.

UNION OIL COMPANY OF CALIFORNIA

By \_\_\_\_\_

By \_\_\_\_\_

By *Clay Johnson*

Vice President

*W. Turner*  
Assistant Secretary

(SEAL)

**ATTEST:**

GORDON T. NESVIG

Clerk of the Board  
of Supervisors

(SEAL)

By WINIFRED BERNSTEIN  
Deputy

THE COUNTY OF LOS ANGELES

By WARREN M. DORN  
Chairman of its Board of  
Supervisors

APPROVED AS TO FORM:

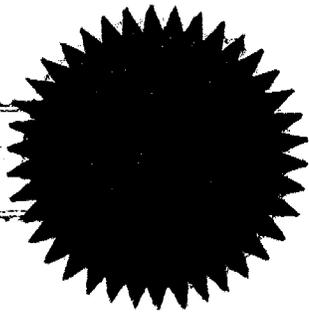
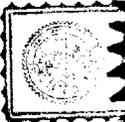
HAROLD W. KENNEDY  
County Counsel

By *Jerome A. Johnson*  
Deputy

STATE OF CALIFORNIA,

County of Los Angeles

} ss.



On April 10, 1964,  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
C. E. Rathbone, known to me to be the  
Vice President, and E. W. Cairns, known to me  
to be the Assistant Secretary of Whittier Oil Company of California

the Corporation that executed the within Instrument, known to me to be the persons who  
executed the within Instrument, on behalf of the Corporation herein named, and acknowl-  
edged to me that such Corporation executed the within Instrument pursuant to its by-laws  
or a resolution of its board of directors.

WITNESS my hand and official seal.

Ana Irene Carnal

Ana Irene Carnal

My Commission Expires  
September 22, 1967

NAME (TYPED OR PRINTED)  
Notary Public in and for said State.

EXHIBIT A

LEGAL DESCRIPTION

Marina del Rey  
Lease Parcel No. 1

Parcel A:

All that real property in the County of Los Angeles, State of California, shown as Parcels 1, 2 and 3 on the map attached to and recorded with the Resolution and Notice of Intention to Lease County Real Property for Harbor Purposes, adopted by the Board of Supervisors, of said county, a certified copy of which was recorded as Document No. 3909, on January 12, 1961, in Book M 684, pages 211 to 233 inclusive, of Official Records, in the office of the Recorder of said county.

Together with an easement for ingress and egress to be used in common with others over the following described parcels of land:

Parcel B:

That portion of Parcel 5, of above mentioned map, within a strip of land 15 feet wide, the southerly line of which is described as follows:

Beginning at the southerly terminus of that certain course shown as having a bearing and length of North 131.94 feet in the westerly boundary of above mentioned Parcel 1; thence West at right angles to said certain course 96.19 feet.

Parcel C:

Those portions of Parcels 5, 8 and 22, of above mentioned map, within a strip of land 30 feet wide, lying 15 feet on each side of the following described center line:

Beginning at the southwesterly corner of above described Parcel B, said corner being the beginning of a curve concave to the south, tangent to the southerly line of said Parcel B and having a radius of 100 feet; thence westerly along said curve 58.32 feet to the beginning of a reverse curve concave to the north, having a radius of 100 feet and tangent to a line parallel with and 15 feet southerly, measured at right angles, from the most northerly line in the southerly boundary of said Parcel 8; thence westerly along said reverse curve 58.32 feet to said parallel line; thence West along said parallel line 1442.39 feet to the southwesterly line of said Parcel 22.

The side lines of said 30 foot strip of land shall be prolonged or shortened at the end thereof so as to terminate in said southwesterly line.

Parcel D:

That portion of above mentioned Parcel 22, within the following described boundaries:

Beginning at the intersection of the southerly boundary of above described Parcel C, with the southwesterly line of said Parcel 22; thence southeasterly along said southwesterly line to the beginning of a curve concave to the southeast, having a radius of 25 feet, tangent to said southwesterly line and tangent to said southerly boundary; thence northeasterly along said curve to said southerly boundary; thence westerly along said southerly boundary to the point of beginning.

Parcel E:

That portion of above mentioned Parcel 22, within the following described boundaries:

Beginning at the intersection of the northerly boundary of above described Parcel C, with the southwesterly line of said Parcel 22; thence northwesterly along said southwesterly line to the beginning of a curve concave to the northeast, having a radius of 15 feet, tangent to said southwesterly line and tangent to said northerly boundary; thence southeasterly along said curve to said northerly boundary; thence westerly along said northerly boundary to the point of beginning.

DESCRIPTION APPROVED  
NOV 18 1963

JOHN A. LAMAR

BY: *Alfred J. Hutchins*