

AMENDMENT NO. 4 TO LEASE FOR
PARCEL NO. 1 -- MARINA DEL REY

4710
Suppl. 4

RENEGOTIATION OF RENT

THIS AMENDMENT TO LEASE made and entered into this 14th
day of June, 1966.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, herein-
after referred to as, "County,"

AND

UNION OIL COMPANY OF CALIFORNIA,
a Corporation, hereinafter
referred to as, "Lessee,"

WITNESSETH:

WHEREAS, the parties hereto or their predecessors in interest entered into a lease and agreement on July 21, 1961, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey and commonly known as Parcel No. 1; and,

WHEREAS, Section 15 of said lease provides that the square foot and percentage rentals set forth therein shall apply and be in effect for the first five (5) years of the term thereof and at the end of said five (5) year period the said rentals shall be readjusted in accordance with the standards of fair market value; and,

WHEREAS, said Section 15 further provides that such readjustment shall be accomplished by agreement of the parties and in the event such agreement cannot be reached the readjustment shall be determined by a board of three (3) real estate appraisers in the manner set forth at length in said Section 15; and,

WHEREAS, the parties hereto have arrived at an agreement upon the readjustment of said rents without the necessity of arbitration by real estate appraisers;

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

1. The fourth paragraph of Section 13 of the aforesaid lease is hereby deleted and the following substituted therefor:

"The adjusted annual rental for the whole of the premises herein demised shall be \$23,500 per year for both land and water."

2. Section 14 of said lease and agreement is hereby deleted and the following substituted therefor:

"The square foot rental agreed upon in Section 13 is a minimum rental, payable in lawful money of the United States. The money received as square foot rental for any calendar month shall be applied to the payment of the percentage rental for said calendar month as provided for in this Section 14.

"Within fifteen (15) days after the close of each and every calendar month of the term hereof, Lessee shall pay to County a sum in like money, less the amount of the monthly installment of annual square foot rental previously paid for said calendar month under Section 13, equal to the total of the following for said previous calendar month:

- "(a) Not applicable;
- "(b) Not applicable;
- "(c) Not applicable;
- "(d) Not applicable;
- "(e) Not applicable;
- "(f) Not applicable;
- "(g) Not applicable;
- "(h) TWENTY-FIVE Per Cent (25%) of any commissions or other compensation paid to Lessee for the right to install coin-operated vending

or service machines or devices, including pay telephones, or FIVE Per Cent (5%) of the gross receipts of any such coin-operated machines or devices owned, rented, or leased by Lessee or his sublessee;

"(i) Not applicable;

"(j) Not applicable;

"(k) ONE AND ONE-HALF Cents (\$0.015) per each gallon of gasoline, diesel fuel or mixed fuel sold or SIX Per Cent (6%) of gross receipts of such sales, whichever is the greater;

"(l) FIVE Per Cent (5%) of gross receipts from sales by a fuel sales facility of petroleum or fuel products other than those covered by subsection (k) above;

"(m) Not applicable;

"(n) Not applicable;

"(o) TEN Per Cent (10%) of gross receipts from the rental of boats, outboard motors, fishing tackle, and other recreation equipment and from the sale of live bait;

"(p) Not applicable;

"(q) Not applicable;

"(r) Not applicable;

"(s) Not applicable;

"(t) THREE Per Cent (3%) of gross receipts from the sale of miscellaneous goods and services, except those gross receipts required or authorized to be reported under other subsections hereinbefore;

"(u) FIVE Per Cent (5%) of gross receipts from any and all other activities approved by Director which are not provided for in the preceding subparagraphs.

"If the total of the percentage rentals agreed to be paid by Lessee, when computed on an annual basis for any calendar year, is less than the sum of all rental payments actually made by Lessee for said calendar year, Lessee shall be allowed credit for any amount by which the payments actually made exceed the greater of (1) the sum of the square foot rentals for the calendar year, or (2) the sum of percentage rentals agreed to be paid, computed on an annual basis for the calendar year.

"If any of the items, services, goods or facilities mentioned in subparagraphs (a) through (r) of this paragraph be provided by Lessee or its sublessees, assignees, licensees, concessionaires or permittees, without the usual charges therefor according to the price list or schedule provided for in Section 16, or if said usual charge be not collected in full, the proper amount thereof shall nevertheless be included in the gross receipts reported by Lessee and its sublessees, assignees, licensees, concessionaires and permittees, and the applicable percentage thereof paid to County."

3. County and Lessee hereby acknowledge that the rentals provided for by this amendment constitute the fair market rental value of the leasehold interest created by this lease and agreement as of the effective date of this amendment. Lessee and County further waive any and all rights they may have to determination of said fair market rental value by a board of real estate appraisers as set forth in paragraphs 2, 3, and 4 of Section 15 of this lease.

4. This amendment shall be effective on May 10, 1966.

5. Every other term and condition contained in said lease and agreement shall remain in full force and effect.

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 _____, 19__.

Union Oil Company of California

By *E. J. [Signature]*
Vice-President

(SEAL)

By *[Signature]*
Assistant Secretary

By _____

ATTEST:

GORDON T. NESVIG, Clerk of
the Board of Supervisors

APPROVED BY BOARD OF SUPERVISORS

By *[Signature]*
Deputy

JUN 14 1966

[Signature] Gordon T. Nesvig
Clerk of the Board

APPROVED AS TO FORM:

HAROLD W. KENNEDY,
County Counsel

By *[Signature]*
Deputy

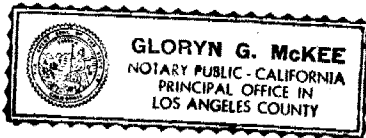
THE COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

On this 7th day of June in the year A.D. 1966, before me
Gloryn G. McKee, a Notary Public in and for said
County and State, residing therein and duly commissioned and sworn, personally appeared
C. E. Bathbone known to me to be the Vice President, and
E. W. Cairns known to me to be the Assistant Secretary of
Union Oil Company of California, the corporation that executed the
within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein
named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.



Gloryn G. McKee
Notary Public in and for said County and State.

My Commission expires April 7, 1968

FORM 991 5-62

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 14th day of June, A. D., 1966, before me GORDON T. NESVIG, Clerk of the
Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned
and sworn, personally appeared

BURTON W. CHANCE, known

to me to be the Chairman of Board of Supervisors of the County of Los Angeles and the person who executed
the within instrument on behalf of the County therein named, and acknowledged to me that such County exe-
cuted the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year of this certificate first above written.

GORDON T. NESVIG, Clerk of the Board of Supervisors

By *Madeline Glavin*
Deputy

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 RECORDED
NOV 18 1983
JOHN A. [unclear]

BY: *Edgar J. [unclear]*