

AMENDMENT NO. 9 TO LEASE NO. 4710  
PARCEL NO. 15 - MARINA DEL REY

04710  
SUPPLEMENT 2

RENEGOTIATION OF RENT

THIS AMENDMENT TO LEASE made and entered into this 15<sup>th</sup>  
day of June, 1976,

BY AND BETWEEN COUNTY OF LOS ANGELES, hereinafter  
referred to as "County,"  
AND UNION OIL COMPANY OF CALIFORNIA,  
hereinafter referred to as "Lessee,"

W I T N E S S E T H:

WHEREAS, on July 21, 1961, Lessee and County entered into a lease and agreement under the terms of which County leased to Lessee that certain real property located in the Marina del Rey now commonly known as Parcel 15; and

WHEREAS, Section 15 of said lease provides that the square foot and percentage rentals set forth therein shall be renegotiated at the end of the first five (5) year period of the lease and at the end of each ten (10) year period thereafter 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 rental provided for in Section 12 and the percentage rentals provided for in Section 13 of the lease shall remain in full force and effect until the next renegotiation period provided for in Section 15 of this lease.

2. 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.

3. The effective date of this amendment shall be May 10, 1976.

4. Every other term and condition contained in said lease and agreement shall remain in full force and effect and is hereby reaffirmed.

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

ATTEST:

JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors



By [Signature]  
Deputy

UNION OIL COMPANY OF CALIFORNIA

[Signature]

E. R. COWAN, GENERAL MANAGER MARKETING  
UNION 76 DIVISION - WESTERN REGION

By [Signature]  
Assistant Secretary

APPROVED AS TO FORM:

JOHN H. LARSON  
County Counsel

THE COUNTY OF LOS ANGELES

By [Signature]  
Deputy

By [Signature]  
Chairman, Board of Supervisors

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On this 6<sup>th</sup> day of May, in the year A.D. 1976,  
before me, Carol Miller, a Notary Public in and for said County and State,  
residing therein and duly commissioned and sworn, personally appeared  
R. R. Cowan known to me to be the General Manager Marketing and J. R. Courtney  
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.

Carol Miller  
Notary Public in and for the County  
of Los Angeles, State of California

