

4710

~~SUPPLEMENT~~ 11

AMENDMENT NO. 11 TO LEASE NO. 4710
PARCEL NO. 1S - MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this 26th
day of September, 198~~5~~⁶

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 1S; and

WHEREAS, Amendment No. 9 to said lease established by mutual
agreement the percentage rentals to be paid for the ten year period
that commenced May 10, 1976; and

WHEREAS, the parties hereto desire to revise certain portions of the percentage rent schedule in accord with current standards of fair market value; and

WHEREAS, the parties desire to condition approval of this lease amendment upon approval of the terms set forth in this amendment and the proposed attached lease amendments for parcels 51S and 55, Marina del Rey.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions in this amendment and the attached lease amendments for parcels 51S and 55, Marina del Rey, the parties, and each of them, agree as follows:

1. Subsections (a) and (s) in the second paragraph of Section 13 (PERCENTAGE RENTALS) of said lease are hereby deleted and the following substituted therefore:

"(a) TWENTY FIVE PERCENT (25%) of gross receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers, dockside storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants."

"(s) FIVE PERCENT (5%) of gross receipts from the sale of miscellaneous goods and services not specifically provided for elsewhere in this Section."

2. The effective date of this amendment shall be the first day of the month following approval by the Board of Supervisors and execution by the Chairman of this amendment and the proposed lease amendments for parcels 51S and 55, Marina del Rey, that are attached hereto as Exhibits A and B. Therefore, it is understood and agreed by the parties that this lease amendment shall become effective only in the event of their mutual approval and acceptance of all amendatory terms contained in these lease amendments for the three leaseholds that Lessee currently owns in Marina del Rey, and conversely ineffective for any purpose whatsoever without such mutual assent to be bound by the terms of all three lease amendments.

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

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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.

UNION OIL COMPANY OF CALIFORNIA

By C. C. Row
C. C. ROW, MANAGER MARKETING REAL ESTATE
UNION 76 DIVISION, WESTERN REGION

By [Signature]
[Signature], ASSISTANT SECRETARY

COUNTY OF LOS ANGELES

By Larry J. Monteilh
Chairman, Board of Supervisors



ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk of the
Board of Supervisors

By Angie Hoxe
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

11 NOV 26 1985

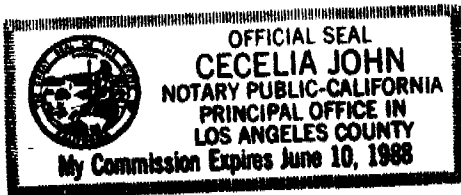
DE WITT W. CLINTON
County Counsel

[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

By [Signature]
Deputy

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

On this 21 day of Sept., 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared C. C. ROW and
R. E. JENKINS, personally known to me
(~~or proved to me on the basis of satisfactory evidence~~)
to be the MANAGER MARKETING REAL ESTATE and
ASSISTANT SECRETARY, respectively, who executed the
within instrument on behalf of the corporation therein
named, and acknowledged to me that the corporation
executed it.



WITNESS my hand and official seal.

Cecelia John
Notary Public in and for said State