

4710

SUPPLEMENT 12

AMENDMENT NO. 12 TO LEASE NO. 4710
PARCEL NO. 1S - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 18th day of JULY,
1986,

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 the 21st day of July, 1961, the parties hereto or their predecessors in interest have entered into a lease under which Lessee leased from County that certain real property in the Marina del Rey Small Craft Harbor commonly known and referred to as Parcel No. 1S; and

WHEREAS, said lease contains provisions whereby Lessee is obligated to pay County as rent for the demised premises an amount equal to the sum of certain prescribed percentages of the gross receipts from various commercial activities conducted upon said premises; and

WHEREAS, from time to time Lessee may be willing to rent one or more small craft berths to a commercial entity which does not maintain offices on Lessee's premises thereby rendering difficult Lessee's obligation to account for said tenant's gross receipts and guarantee to County the payment of appropriate percentage rents thereon; and

WHEREAS, County is willing to assume responsibility for the collection of said percentage rents in such instances;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is hereby agreed as follows:

1. SECTION 22 (SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICIARIES, MORTGAGEES AND SUCCESSORS) of this lease as heretofore amended, is hereby further amended by adding the following new sentence at the end of the third paragraph of Subsection A(1) thereof:

"A sublease of one or more small craft berths for use in connection with a commercial activity, entered into with a sublessee which does not maintain a business office within Marina del Rey Small Craft Harbor, may provide for the reporting of gross receipts and the payment of percentage

rents incident thereto pursuant to the provisions of Section 13 directly to County by said sublessee and, upon approval thereof by Director, Lessee shall be excused from the performance of obligations incident to said reporting and payments as prescribed by said Section 13."

2. The effective date of this amendment shall be the 15 day of June, 1986.

[Handwritten signature]
C.E. R. *[Handwritten initials]*

3. Any and all other terms and conditions contained in said lease shall remain in full force and effect and are 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
UNOCAL REFINING & MARKETING DIVISION, WESTERN REGION

By R. E. Jenkins
R. E. JENKINS, ASSISTANT SECRETARY



THE COUNTY OF LOS ANGELES
By Pat E. Schabanian
Chairman, Board of Supervisors

ATTEST:

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

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

95TH OCT 24 1978

[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

APPROVED AS TO FORM:

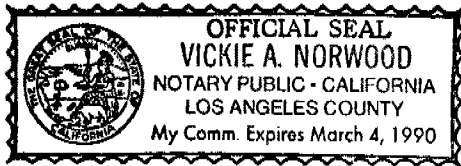
DEWITT W. CLINTON
County Counsel

By [Signature]
Deputy

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

On this 6th day of May, in the year 1986, 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 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.



Vickie A. Norwood
Notary Public in and for said State