

3341

BKM2921 PG 569

AMENDMENT NO. 9 TO LEASE NO. 6126
PARCEL NO. 15T - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 9th day of April,
1968,

BY AND BETWEEN

COUNTY OF LOS ANGELES, herein-
after referred to as "County,"

AND

BAR HARBOR DEVELOPMENT CO., LTD.,
a limited partnership, herein-
after referred to as "Lessee,"

WITNESSETH:

WHEREAS, on September 21, 1962, the County as Lessor leased
to Bryant L. Morris as Lessee certain premises known as Parcel No. 15,
Marina del Rey, which premises are legally described in Exhibit "A"
attached to said lease; and

WHEREAS, on or about December 26, 1962, the said Bryant L.
Morris assigned his right, title, and interest in and to the lease
for Parcel No. 15 to Jona Goldrich, Sol Kest, Albert C. Black, and
Marvin David Miller; and

WHEREAS, on or about October 19, 1965, the lease on said Parcel
No. 15 was merged with the lease then existing on what was known as
Parcel "F," thus creating Parcel No. 15R; and

WHEREAS, on or about January 11, 1966, Jona Goldrich, Sol Kest,
Albert C. Black, and Marvin David Miller assigned their right, title,
and interest in and to said Parcel No. 15R to BAR HARBOR DEVELOPMENT
COMPANY, LIMITED, Lessee herein; and

WHEREAS, Marvin David Miller and Jona Goldrich, Joint Venturers,
entered into a lease and agreement with County on or about June 14,
1966, under the terms of which County leased to the said Marvin David
Miller and Jona Goldrich that property in the Marina del Rey commonly
known as Parcel No. 16; and

WHEREAS, on or about September 27, 1966, Marvin David Miller
and Jona Goldrich assigned their entire right, title, and interest in
and to Parcel 16 to the BAR HARBOR DEVELOPMENT COMPANY, LIMITED; and

1133

WHEREAS, as the result of the foregoing leases and assignments, Parcel No. 15R and Parcel No. 16 came under common ownership; and

WHEREAS, by Amendment to Lease dated November 15, 1966, Parcel No. 15R and Parcel No. 16 were combined into a single lease; and

WHEREAS, the area subject to said combined lease is known as Parcel No. 15T; and

WHEREAS, said Amendment combined the leaseholds by stipulating that the original lease on Parcel No. 16 was extinguished and that the terms and conditions contained in the lease for Parcel No. 15R as amended would be deemed to apply to the area that was formerly known as Parcel No. 16; and

WHEREAS, prior to the aforesaid merger of parcels, namely, on or about November 16, 1965, the County and Jona Goldrich, Sol Kest, Albert C. Black, and Marvin David Miller had entered into a document known as "Amendment No. 6 to Lease for Parcel No. 15R," one of the terms of which Amendment was that full square foot rental shall commence as of January 1, 1968, regardless of whether construction on the parcel was completed, under planning, or in progress; and

WHEREAS, by virtue of the subsequent merger of the parcels said full square foot rental commencement date January 1, 1968 became applicable to the area formerly known as Parcel 16 as well as the area formerly known as Parcel No. 15R; and

WHEREAS, it was not the intention of the parties when they entered into the Lease Amendment merging said parcels that the full square foot rental commencement date of January 1, 1968 should apply to the area known as Parcel No. 16, it being the intention that said date should be applicable only to the area formerly known as Parcel No. 15R; and

WHEREAS, it is therefore necessary to amend this Lease to correctly reflect the intention of the parties;

NOW, THEREFORE, the parties agree as follows:

1. Section 3 of Amendment No. 6 to Lease No. 6126 is hereby amended by deleting the reference therein to January 1, 1968. Said deletion shall, however, be applicable only to that portion of Parcel No. 15T formerly known as Parcel No. 16.

2. Section No. 4 of the aforesaid Amendment No. 6 shall not be applicable to that portion of Parcel No. 15T formerly known and described as Parcel No. 16. The holding rent provided for in Section 12 of Lease No. 6126, as amended, shall be payable on account of that portion of Parcel No. 15T formerly known as Parcel No. 16 until such time as the improvements therein have been substantially completed or any portion thereof used by the public. Upon such completion or use by the public, the full square foot rental will commence to become payable for the entire area formerly known as Parcel 16.

3. All terms and conditions of the original Lease and Amendments thereto that are not explicitly ^{IA}consistent with the foregoing shall remain in full force and effect and are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this amendment to lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed this amendment to lease, or caused it to be duly executed.

BAR HARBOR DEVELOPMENT COMPANY, LTD.,
a limited partnership

ATTEST:

JAMES S. MIZE, Clerk of the
Board of Supervisors

By Marvin David Miller
Marvin David Miller

By William B. Beutner
Deputy

and Albert C. Black
Albert C. Black

3341

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

COUNTY OF LOS ANGELES

By John D. Maharg
Deputy

By Frank B. Brown
Chairman, Board of Supervisors