

AMENDMENT NO. 3 TO LEASE NO. 11210  
PARCEL 21 - MARINA DEL REY

11210 SUPPLEMENT 3

THIS AMENDMENT TO LEASE made this 9th day of  
August, 1977.

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter  
referred to as "County,"

AND

HOLIDAY MARINAS, INC., a California  
corporation, hereinafter referred  
to as "Lessee,"

W I T N E S S E T H :

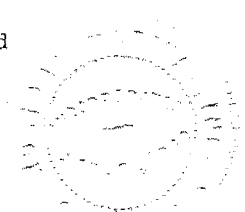
WHEREAS, the Lessee and County have on the twenty-seventh day of September, 1966, entered into a lease under which County leased that certain real property in the Marina del Rey Small Craft Harbor known as Parcel No. 21, which premises are legally described in Exhibit "A" attached to said lease; and

WHEREAS, Section 3 (PURPOSE OR USE OF PROPERTY) provides that the leased premises shall be used only and exclusively for an anchorage and such other related uses and purposes incidental thereto as are specifically approved and for no other purposes whatsoever without the written approval of County; and

WHEREAS, pursuant to the provisions of the Department's Policy Statement No. 16 entitled "Modification of Existing Designated Primary Uses, Marina del Rey Leaseholds" implemented by the Director on October 11, 1967, Lessee has requested modification of the existing primary uses set forth in said Section 3 so as to also permit construction and operation of handball, racquetball and ancillary amenities; and

WHEREAS, having determined that Lessee meets the requirements of said Policy Statement No. 16, the parties desire to amend said Section 3 both to provide for said construction; and

WHEREAS, County is to receive additional consideration in return for additional benefits anticipated by Lessee; and



WHEREAS, pursuant to authority vested in it by the California Coastal Zone Conservation Act of 1972, the California Coastal Zone Conservation Commission has imposed certain restrictions on the scope and occupancy of said handball, racquetball and ancillary amenities incidental to the issuance of a development permit as required by said Act, which restrictions are acceptable to the parties hereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, it is hereby agreed that this lease be amended in the following particulars:

1. The first paragraph of Section 3 (PURPOSE OR USE OF PROPERTY) of said lease is deleted and the following substituted therefor:

"The leased premises shall be used only and exclusively for an anchorage and recreation facilities consisting of handball, racquetball and ancillary amenities and such other related uses and purposes incidental thereto as are specifically approved and for no other purposes whatsoever without the written approval of County; the uses and purposes above listed are set forth to define the maximum contemplated scope of permissible uses and purposes, and their enumeration is not intended to be authorization for any specific use or purpose.

"The structure for the recreation facilities consisting of handball, racquetball and ancillary amenities shall not exceed 90' x 130' and 25' high above average grade of Panay Way.

"The recreation facilities are subject to the following limitations:

"(a) No portion of the building shall be used for commercial uses other than 10 racquetball courts, appurtenant facilities open to the general public (men and women on an equal basis) for a fixed hourly rental fee.

"(b) Twenty (20) subterranean parking spaces shall be provided in the structure.

"(c) Adequate and secure bicycle parking shall be provided on the site for at least 20 bicycles."

2. Subsection (q) of Section 13 (PERCENTAGE RENTALS) is deleted and the following substituted therefor:

"(q) FIVE PER CENT (5%) of gross receipts of cover charges or other fees charged for admission to facilities featuring entertainment and/or recreation, excluding movie theaters whose gross receipts will be reportable under Subsection (s)."

3. The effective date of this amendment shall be on the first day of the month following execution by the Chairman of the Board of Supervisors.


9/1/77

4. Any and all other terms and conditions contained in said lease shall remain in full force and effect and are hereby reaffirmed.

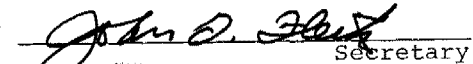
IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this amendment to lease to be subscribed by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the Lessee has executed the same the day, month and year first hereinabove written.

HOLIDAY MARRINAS, INC.,  
a California corporation

By

  
President

By

  
Secretary

ATTEST:

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

By

  
Deputy



COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

JOHN H. LARSON  
County Counsel

By

  
Deputy

By

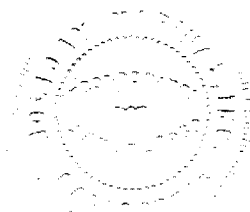
  
Chairman, Board of Supervisors

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

123

AUG 9 1977

  
JAMES S. MIZE  
EXECUTIVE OFFICER



STATE OF CALIFORNIA  
County of Los Angeles

ss

On this 9th day of August, A.D., 19 77, before me JAMES S. MIZE, Executive Officer — Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

EDMUND D. EDELMAN, known to me to be the Chairman of the 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 executed 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.



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

By

Francis Sanders

Deputy