

AMENDMENT NO. 2 TO LEASE NO. 9427
PARCELS NO. 28, 29, 31 & 32
MARINA DEL REY

THIS AMENDMENT TO LEASE made this fourth day of

February, ¹⁹⁶⁸~~1968~~,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, herein-
after referred to as "County,"

AND

THE PACIFIC BOAT MARINA, INC.,
a Kentucky corporation, here-
inafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, Lessee and County entered into a Lease and Agree-
ment on May 14, 1965 hereinafter referred to as the "Lease," under
the terms of which County leased to Lessee that certain real prop-
erty located in the Marina del Rey and commonly known as Parcels No.
28, 29, 31 & 32; and

WHEREAS, Section 3 of the lease provides that the leased
premises shall be used for "anchorage and related uses;" and

WHEREAS, Lessee has constructed all of the improvements
required in the primary use; and

WHEREAS, the leasehold contains land area in excess of the
requirements of the current designated primary use; and

WHEREAS, there is economic justification for modifying
said lease to provide for an expanded primary use; and

WHEREAS, an expanded primary use will have no significant
adverse affect on the harbor nor existing leaseholds; and

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

WHEREAS, it is in the best interest of the County and
Lessee that legal descriptions for Parcels 28, 29, 31 & 32 be
combined into one parcel to be known as Parcel 28R in order that
administrative procedures of County be simplified;

APPROVED BY
BOARD OF SUPERVISORS

APR 10 1968

CLERK

WITNESSETH

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained hereinbelow, the parties and each of them do agree as follows:

1. Section 3 (PURPOSE OR USE OF PROPERTY) is amended as follows:

a. Add the word "apartments," immediately following the words "exclusively for" in the first line of the first paragraph of said section; and

b. Delete the words "E--Residential Use;" and change "F" to "E" in the fifth line of the second paragraph of said Section.

2. Section 12 (SQUARE FOOT AND HOLDING RENTALS) is hereby amended by adding at the end of said Section the following paragraph:

"Notwithstanding the foregoing provisions, on July 1, 1970 or starting with the calendar month next succeeding the date of substantial completion of the apartments constructed, or starting with the date of commencement of use by the public of said apartments, whichever is first (as shall be determined by the Director in accordance with the provisions of this Section hereinabove) the annual square foot rental for the whole of the demised premises shall be adjusted to eleven cents (\$0.11) per square foot of land area and \$0.06699 per square foot of water area, or a total of Eighty-Three Thousand Nine Hundred Sixty-Six Dollars and Ninety-Five Cents (\$83,966.95).

3. Section 15 (GENERAL RENT RENEGOTIATION AND ARBITRATION) is hereby amended by deleting the first paragraph and substituting the following paragraph therefor:

"Except as provided in Section 14, the square foot and percentage rentals hereinbefore provided for shall apply and be in effect during the first twenty-five (25) years of the term hereof. At the end of said period,

and at the end of every ten (10) year period there-
after, the said rentals shall be readjusted as
provided hereinafter."

4. Wherever reference to Parcels 28, 29, 31, & 32 as
legally described in Exhibits "A", "B", "C", and "D" is made
in said lease, such reference shall be deleted, and in lieu
thereof, Parcel 28R as legally described in Exhibit "A" attached
hereto and incorporated herein should be substituted.

5. Any and all other terms and conditions in the present
agreement and all amendments thereto are hereby reaffirmed and
shall remain unaffected and in full force during the term of the
agreement and any extensions thereof.

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 Executive Officer-Clerk thereof, and the Lessee
has executed this amendment to lease, or caused it to be duly
executed, the day, month, and year first above written.

THE PACIFIC BOAT MARINA, INC.
a Kentucky corporation

By *Ernest Dodger*
Vice President

By *J. B. [unclear]*
Secretary-Treasurer

ATTEST:

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

By *Wingel [unclear]*
Deputy

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By *[Signature]*
Deputy

THE COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

STATE OF CALIFORNIA
County of Los Angeles | ss

On this 3rd day of February, A.D., 1969, 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

ERNEST E. DEBS

_____ 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 Winifred Bernstein _____ Deputy

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 28R

Parcels 425 to 453 inclusive, and 458 to 484 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting unto the County of Los Angeles a right of way for drainage purposes in and across that portion of above described parcel of land which lies within the southerly 10 feet of the westerly 12 feet of the easterly 22 feet of said Parcel 477.

Also reserving and excepting unto the County of Los Angeles a right of way for drainage purposes in and across that portion of above described parcel of land which lies within the northerly 4 feet of the easterly 8 feet of the westerly 94 feet of said Parcel 433.

Also reserving and excepting unto the County of Los Angeles, rights of way for sanitary sewer, storm drain, fire access and harbor utility purposes in and across those portions designated on said map as easements to be reserved by said county for such purposes.

DESCRIPTION APPROVED

APR 10 1968

JOHN A. LAMBIE
County Engineer

By *Edgar J. Schubert* Deputy