

AMENDMENT NO. 9 TO LEASE NO. 9427
PARCEL 28W - MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this
5th day of July, 1977, -

BY AND BETWEEN

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

AND

IMMOBILIARE CALIFORNIA INC.,
hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, County and the predecessors in interest of Lessee entered into a Lease, designated as Lease No. 9427, on May 14, 1965 under the terms of which County leased to Lessee certain demised premises located within Marina del Rey Small Craft Harbor and now commonly referred to as Parcel 28W; and

WHEREAS, Lessee on August 24, 1972 assumed additional obligations with respect to the demised premises in Amendment No. 4 to said Lease, among which was the realignment and reconstruction of Palawan Way; and

WHEREAS, Lessee has realigned and reconstructed Palawan Way in the manner proposed in said Amendment to the satisfaction of County; and

WHEREAS, in the performance of said work Lessee through its own inadvertance and neglect purchased street lighting fixtures which under the terms of said Amendment were to have been furnished by County; and

WHEREAS, the parties desire to correct this mistake on the part of Lessee by providing for reimbursement of Lessee through a credit against future rentals of the cost of said improve-

ments, exclusive of labor, within the statutory constraints imposed upon County with respect to the construction, alteration, and repair of buildings by Article 5 of Chapter 5 of Part 1 of Division 2 of Title 3 of the Government Code commencing with Section 25450; and

NOW, THEREFORE, in consideration of the furnishing of street lighting fixtures on Palawan Way by Lessee, it is hereby agreed as follows:

1. Lessee shall be entitled to a credit in the amount of SEVEN THOUSAND NINE HUNDRED EIGHTEEN AND 23/100 DOLLARS (\$7,918.23) against future rentals payable under this Lease Agreement.

2. County is excused from performance of that portion of its promise set forth in Section 6 of Amendment No. 4 to said Lease to furnish Lessee with street lighting fixtures.

3. All other terms and conditions in said Lease and amendments thereto are hereby reaffirmed and shall remain unaffected during the remaining term thereof.

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.

IMMOBILIARE CALIFORNIA INC.

(S E A L)

By *Rodolfo E. Perez* Rodolfo E. Perez
Executive Vice President

By *Deanni L. Mills* Deanni L. Mills
Assistant Secretary



COUNTY OF LOS ANGELES

By *Earl E. ...*
Chairman, Board of Supervisors

ATTEST:

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

By *James S. Mize*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

99

FEB 8 1977

JOHN H. LARSON
County Counsel

James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER

By *Robert W. Rodolf*
Deputy

STATE OF CALIFORNIA

County of Los Angeles

ss

On this 31st day of February, A.D., 1977, 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 J. M. Hernandez

Deputy