

AMENDMENT NO. 2 TO LEASE FOR PARCELS 42 AND 43  
MARINA DEL REY

5577  
SUPPLEMENT 2

THIS AMENDMENT TO LEASE made and entered into this 12<sup>th</sup> day  
of July, 1966,

BY AND BETWEEN

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

AND

METROPOLITAN SAVINGS AND LOAN  
ASSOCIATION OF LOS ANGELES,  
hereinafter referred to as  
"Lessee,"

WITNESSETH:

WHEREAS, MILTON WEBER, ELIAS ALAN FELLMAN AND EDWARD Z. FELLMAN  
entered into a lease with the COUNTY OF LOS ANGELES on May 7, 1962,  
under the terms of which County leased to Lessee that real property  
commonly known as Parcels 42 and 43 of the Marina del Rey; and

WHEREAS, the said Milton Weber, Elias Alan Fellman and Edward Z.  
Fellman did on May 7, 1962, assign all their right, title and interest  
in and to said lease to MARINA DEL REY PROPERTIES, INC., a California  
corporation; and

WHEREAS, on August 24, 1962, MARINA DEL REY PROPERTIES, INC.,  
granted and assigned to METROPOLITAN SAVINGS AND LOAN ASSOCIATION OF  
LOS ANGELES, a California corporation, Lessee herein, all of Marina  
del Rey Properties, Inc., right, title and interest in and to the real  
property created by the aforesaid lease together with the rents,  
issues and profits thereon as security for a promissory note executed  
by said MARINA DEL REY PROPERTIES, INC., in favor of Lessee on  
August 24, 1962; and

WHEREAS, said Marina del Rey Properties, Inc., on April 24,  
1964, filed a petition in the United States District Court praying  
that proceedings be instituted under Chapter X of the Bankruptcy Act;  
and

WHEREAS, the said court made an order approving said petition  
and appointed GEORGE T. GOGGIN as Trustee of the debtor's estate; and

WHEREAS, said Trustee, from April 24, 1964 to March 16, 1966, operated the debtor's hotel, restaurant and anchorage facility located on the premises demised by the lease referred to above; and

WHEREAS, no rent or any other sum was paid to County by the said Trustee at any time during the period of the Trustee's operation of said hotel; and

WHEREAS, on March 4, 1966, the said George T. Goggin, as Trustee, filed in the said United States District Court a Claim for Relief for Breach of Contract and Declaratory Judgment which claim alleged that the Trustee suffered damages in the amount of \$1,000,000.00 as a result of breaches by the County of the aforesaid lease; and

WHEREAS, the United States District Court did on the 16th day of March, 1966, enter its order authorizing the sale of all the debtor's assets to Lessee and permitting foreclosure of Lessee's deed of trust and authorizing the dismissal of the proceedings and closing of the estate; and

WHEREAS, said Trustee did, on March 16, 1966, adopt the aforesaid lease and said lease was transferred to Lessee herein together with all other assets and liabilities of the debtor's estate; and

WHEREAS, by virtue of the adoption of said lease and the aforesaid transfer, Lessee became the owner of the leasehold interest in and to said parcels and all rights and privileges appertaining thereto and became subject to all terms, covenants and conditions contained therein; and

WHEREAS, it is the desire of the Lessee to sell its interest in said lease and the leasehold estate to a responsible party in order that the development of the Marina del Rey Small Craft Harbor may be expedited; and

WHEREAS, in order to increase the likelihood of finding a responsible party to purchase said leasehold estate and in order to protect and further the interest of the County, the parties hereto have entered into an agreement disposing of any and all claims that they may have or assert against each other and further disposing of

any and all claims that the aforesaid Trustee may have or assert against County arising from its operation of the demised premises; and

WHEREAS, the terms of said settlement and compromise are set forth below:

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties agree as follows:

1. Immediately upon execution of this agreement, Lessee shall pay County the sum of \$50,948.86. Acceptance of said sum by County shall constitute a release and relinquishment by County of any and all claims County has or may have against Lessee for sums due to County under the provisions of Sections 7, 11, 12 and 13 of the lease and which accrued during the period of time beginning upon the execution of said lease and ending on March 16, 1966. Out of said total amount of \$50,948.86, the sum of \$13,210.56 shall be applied by County as a deposit to cover delinquent rent in the manner provided for in Section 7 of the lease.

2. Lessee shall, within two (2) years of the execution of this amendment, commence construction of the improvements and alterations necessary to complete the improvements and landscaping required by Section 6 of the lease and by the final plans and specifications for said construction which were prepared and completed by Lessee's predecessor in interest and filed with the Director of Small Craft Harbors. The provisions of this paragraph supersede the provisions of Section 6 of the lease.

3. The references to Section 6 of the lease contained in the first paragraph and the eighth paragraph of Section 12 of the lease are hereby deleted and the words "Paragraph 2 of Amendment No. 2 to this lease" are inserted in lieu thereof.

4. The first sentence of Paragraph 3 of Section 12 of the lease is hereby deleted.

5. The following Paragraph is hereby added to Section 12 of the lease:

"Notwithstanding any other provisions of this lease, 257,676 square feet of water shall be on holding rental commencing March 16, 1966. The full annual square foot rental set forth in this Section for the entire demised premises shall be payable on and after May 1, 1969, regardless of whether the construction required by the lease or by this amendment has been completed."

Nothing contained in the preceding sentence shall limit the right of the Director to commence annual square foot rental for those portions of the demised premises completed and open to the public at any time prior to May 1, 1969, which right is set forth in Paragraph 3 of said Section 12 of the lease as amended.

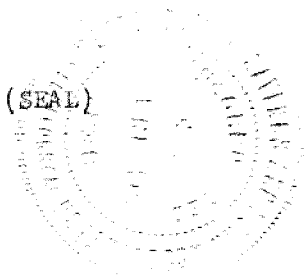
6. Immediately upon execution of this amendment Lessee agrees to dismiss or cause to be dismissed that action entitled "Claim for Relief of Breach of Contract and for Declaratory Relief" filed by George T. Goggin as plaintiff against the County of Los Angeles as defendant which action was filed in the United States District Court for the Southern District of California and bears No. 166326-S. The execution of the document by Lessee shall further constitute a release, relinquishment and discharge by Lessee of any and all claims, demands, damages, debts, liabilities, actions and causes of action, of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected which Lessee may have or ever have had against County, its officers, agents or employees which arise out of any act or omission to act of County at any time up to and including the date this document was executed and which act or omission to act related to the demised premises or to the leasehold thereon. Lessee further agrees to save and hold County, and all of its officers, agents and employees free and harmless and to indemnify same against any and all claims, demands, damages, debts, liabilities, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected which may be asserted by Marina del Rey Properties, Inc., a California corporation, its officers, agents or

employees or by the Trustee of the Estate of Marina del Rey Properties, Inc., a California corporation, and which arises out of any act or omission to act of County, its officers, agents or employees at any time up to and including the date of the execution of this document and which act or omission to act related to the demised premises or to the leasehold thereon.

7. Any and all terms of the original lease and all amendments thereto which are not expressly inconsistent with the above shall remain in full force and effect and lessee hereby reaffirms same.

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, the day, month and year first above written.

Dated June 28<sup>TH</sup>, 19 66



METROPOLITAN SAVINGS AND LOAN ASSOCIATION OF LOS ANGELES

[Signature]  
President

[Signature]  
W. C. Peyton, Vice President Secretary

ATTEST:

GORDON T. NESVIG, Clerk of the Board of Supervisors

By [Signature]  
Deputy

THE COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

HAROLD W. KENNEDY, County Counsel

By [Signature]  
Deputy

APPROVED BY BOARD OF SUPERVISORS

JUL 12 1966

[Signature] Gordon T. Nesvig, Clerk of the Board