

AMENDMENT NO. 11

Recording requested by, and please return to:

Department of Small Craft Harbors
13837 Fiji Way
Marina del Rey, California 90291

81- 444557

Lease No. 6734
Sup. No. 11
Approved 3/19/81

NOTICE OF AMENDMENT TO LEASE

FREE H

TO WHOM IT MAY CONCERN:

Please take notice that on the 19th day of March, 1981, the County of Los Angeles, as Lessor, and 44 Del Rey Properties, a limited partnership

as Lessee of the following described parcel or parcels of land and water situated within the Marina del Rey Small Craft Harbor of the County of Los Angeles, State of California, previously referred to as Parcel(s) Number 44T, now known as Parcel(s) Number 44U, legally described in Exhibit "A" attached hereto and incorporated herein, did enter into an agreement amending that certain indenture of lease dated April 4, 1963. Said original indenture and said agreement of amendment are on file in the official files of the Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles.

#11

**RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
4 MIN. 8 A.M. MAY 4 1981
PAST.**

County of Los Angeles
Department of Small Craft Harbors
By Stan Wisniewski
Stan Wisniewski, Chief
Lease and Finance Division

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this 23rd day of April, A.D., 1981, 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 STAN WISNIEWSKI, known to me to be the Chief, Lease and Finance Division of the Department of Small Craft Harbors 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

AMENDMENT NO. 11 TO LEASE NO. 6734
 PARCEL 44T, MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT TO LEASE made and entered into this 19th
 date of March, 1981,

BY AND BETWEEN

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

AND

44 DEL REY PROPERTIES,
 a limited partnership
 hereinafter referred to as
 "Lessee,"

WITNESSETH:

WHEREAS, on April 4, 1963, County and the Lessee or the pre-
 decessors in interest entered into Lease No. 6734 under the
 amended terms of which Lessee is leasing from County that certain
 real property located in the Marina del Rey Small Craft Harbor,
 County of Los Angeles, State of California, now commonly known as
 Parcel 44T which leasehold premises are more particularly and
 legally described in Exhibits "A" and "B" attached to and incor-
 porated in said amended Lease No. 6734; and

WHEREAS, the County has determined that in order to safely
 and expeditiously handle increased pedestrian traffic, it is in
 the public interest to construct a sidewalk on Mindanao Way, a
 portion of which extends along the frontage of the leasehold
 premises hereunder demised; and

WHEREAS, Lessee is willing to reduce the area of said lease-
 hold premises for the purpose of construction of a sidewalk
 provided that County pays all costs of construction and that the
 rental for said premises as presently defined in Section 12
 (SQUARE FOOT AND HOLDING RENTALS) of said Lease No. 6734 be

reduced in an equitable proportion, County concurring therewith:

1. The total area of the leasehold constituting Parcel 44T shall be reduced by approximately 1130 square feet as shown on the map which is attached hereto.

2. The remaining area of the leasehold is hereby acknowledged to encompass 445,581 square feet of land and 312,624 square feet of water, for a total of 758,205 square feet which is more particularly and legally described in Exhibit "A" which is hereby attached hereto and incorporated herein and which area shall henceforth be referred to as Parcel 44U.

3. The title and first paragraph of Section 7 are hereby deleted and the following substituted therefor:

"7. RENTAL SECURITY DEPOSIT.

County hereby acknowledges receipt from Lessee of the sum of EIGHTEEN THOUSAND EIGHTY ONE AND 66/100 DOLLARS (\$18,081.66). This sum, which is an amount equal to approximately three (3) months' square foot rental, shall be retained by County as a security deposit to cover delinquent rent and any other financial obligations of the Lessee under this lease, and shall be so applied at the discretion of the County."

4. The title and first paragraph of Section 12 are hereby deleted and the following substituted therefor:

"12. SQUARE FOOT RENTAL

The annual square foot rental for the whole of the demised premises shall be \$0.09004 per square foot as to 445,581 square feet of land area and \$0.10302 per square foot as to 312,624 square feet of water area. The total annual rental for the entire leasehold shall be SEVENTY TWO THOUSAND THREE HUNDRED TWENTY SIX AND 63/100 DOLLARS (\$72,326.63)."

5. County hereby agrees that, in the event County proceeds to construct the above-mentioned sidewalk, it shall assume full responsibility for the protection and safeguarding of Lessee's premises and improvements including, but not necessarily limited to, repairing and or relocating as necessary any existing irrigation system components, and relocating or replacing any existing trees and/or shrubs except as shown for removal on the construction plan for Cash Contract No. 2985X, that may interfere with said construction, together with any other work directly attributable to County's construction.

Lessee shall not be obligated to pay any costs of such work and hereby grants to the County of Los Angeles, its agents or assigns, for a period not to exceed one year from the effective date hereof, permission to enter upon that portion of the real property described in Exhibit "A" which is attached hereto for the purposes necessarily incident to the construction of the proposed sidewalk.

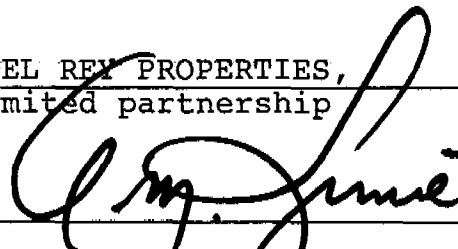
6. The effective date of this amendment shall be the first day of the month immediately following the execution of this amendment.

7. All other terms and conditions contained in said lease and the amendments thereto shall remain in full force and effect and are hereby reaffirmed and ratified.

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.

44 DEL REY PROPERTIES,
a limited partnership

By



A. M. LURIE
GENERAL PARTNER

ATTEST:

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

COUNTY OF LOS ANGELES

By Patricia Polk
3-26-81 Deputy

APPROVED AS TO FORM:

By Leopold D. Ellman
Chairman, Board of Supervisors

JOHN H. LARSON
County Counsel

By Robert W. Rodolf
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37

MAR 19 1981


JAMES S. MIZE
EXECUTIVE OFFICER

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.
On January 21, 1981

before me, the undersigned, a Notary Public in and for said State, personally appeared
A. M. LURIE

↑
HERE



COUNTY OF LOS ANGELES
DEPARTMENT OF SMALL CRAFT HARBORS

13837 Fiji Way, Marina del Rey, California 90291
823-4571 / 870-6782



Victor Adorian
Director

Eric Bourdon
Assistant Director

March 30, 1981

Mr. A. M. Lurie, General Partner
44 Del Rey Properties
444 Washington Street
Marina del Rey, CA 90291

Dear Abe:


RE: LEASE AMENDMENT #11
PARCEL 44U, MARINA DEL REY

Enclosed for your files is a fully executed copy of **subject** amendment to your lease.

Your cooperation in connection with our on-going program to install sidewalks, in this case along the northerly side of Mindanao Way, is appreciated.

Very truly yours,

Victor Adorian
Director


Richard R. Landon
Property Manager

VA:RRL:eb

Enclosure

Legal Description

MARINA DEL REY
LEASE PARCEL NO. 44U

Parcels 721 to 761 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 Registrar-Recorder of said County.

Excepting therefrom that portion thereof which lies southwesterly of a line parallel with and 100 feet southwesterly, measured at right angles, from the northeasterly line of said Parcel 761.

Also excepting therefrom that portion thereof within the following described boundaries:

Commencing at the intersection of a line parallel with and 40 feet northeasterly, measured at right angles, from the straight line in the northeasterly boundary of said Parcel 740 with a line parallel with and 27 feet southeasterly, measured at right angles, from the straight line in the southeasterly boundary of said last mentioned parcel; thence southwesterly along said last mentioned parallel line 299.94 feet; thence northwesterly at right angles from said last mentioned parallel line 27.00 feet to a point in the southeasterly line of said Parcel 742, said point being the true point of beginning; thence northeasterly along the southeasterly lines of said Parcels 742 and 741 to the southerly corner of said Parcel 740; thence northeasterly, northerly and northwesterly along the southeasterly, easterly and northeasterly boundaries of said last mentioned parcel to the beginning of a curve concave to the west, having a radius of 18 feet, tangent to said northeasterly boundary and tangent to a line parallel with and 5 feet northwesterly, measured at right angles, from said last mentioned straight line; thence southerly along said curve 28.27 feet to said last mentioned parallel line; thence South $60^{\circ}00'00''$ West along said last mentioned parallel line 122.00 feet; thence South $57^{\circ}36'51''$ West in a direct line 120.10 feet to said true point of beginning.

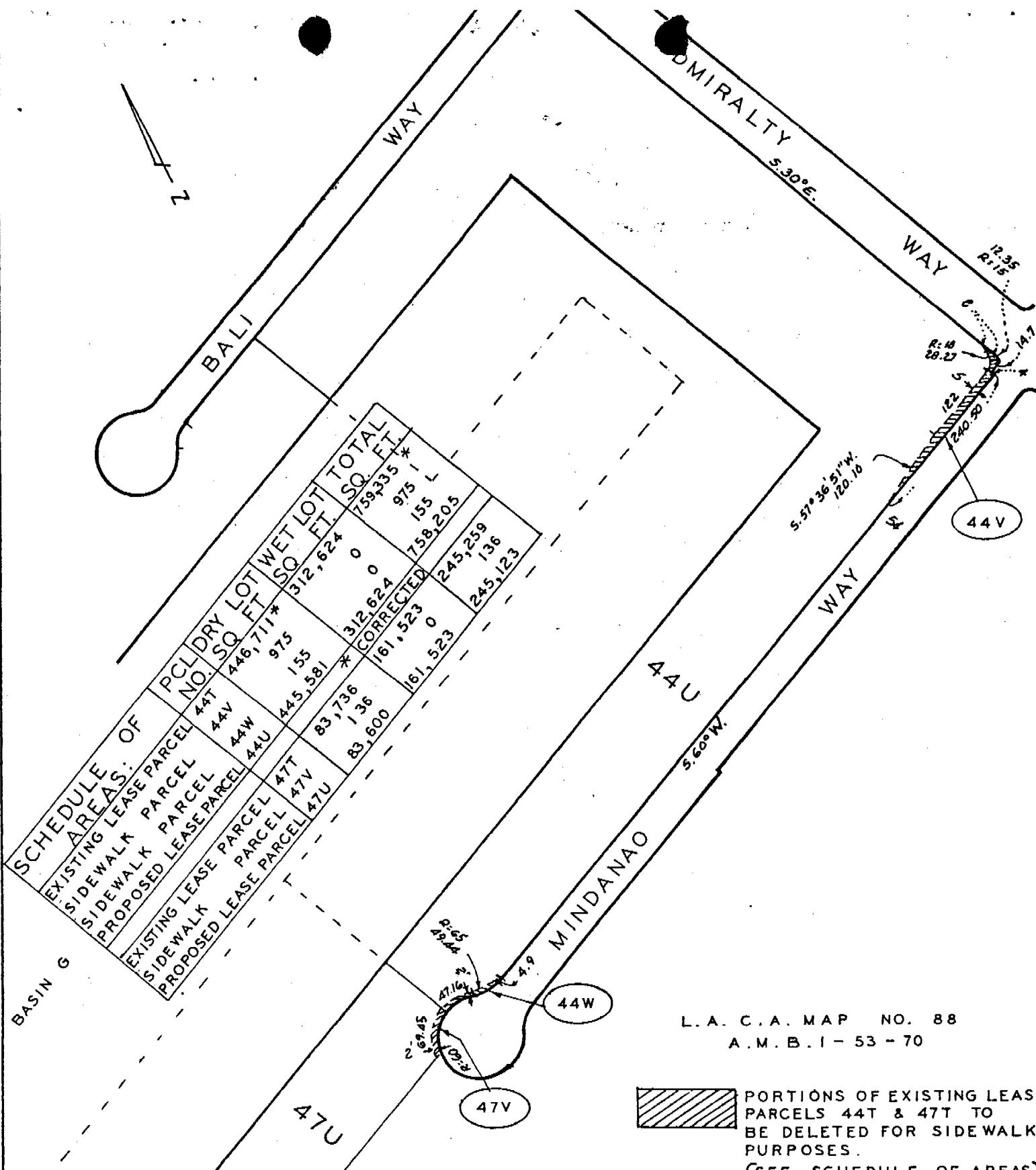
Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly terminus of a curve concave to the north, having a radius of 65 feet and tangent to that certain course of North $60^{\circ}00'00''$ East 17.35 feet in the southeasterly boundary of said Parcel 760, said curve also being reverse at its westerly terminus to a curve concentric with and 2 feet northerly, measured radially, from that certain 60 foot radius curve in the southerly, south-

along said 65 foot radius curve 49.44 feet to said concentric curve; thence westerly and southwesterly along said concentric curve 47.16 feet to a line parallel with and 100 feet southwesterly, measured at right angles, from the southwesterly line of said Parcel 758; thence southeasterly along said parallel line to the southeasterly boundary of said Parcel 760; thence northeasterly along said southeasterly boundary to the point of beginning.


DESCRIPTION APPROVED
October 23, 1979
STEPHEN J. KOONCE
County Engineer

By *Agustin Alvarez* Deputy



SCHEDULE OF AREAS:		PCI DRY LOT NO.	DRY LOT SQ. FT.	WET LOT SQ. FT.	TOTAL SQ. FT.
EXISTING LEASE PARCEL	44T	446,711*	975	0	759,335*
SIDEWALK PARCEL	44V				155 L
PROPOSED LEASE PARCEL	44W	445,581			758,205
EXISTING LEASE PARCEL	47T	83,1736			245,239
SIDEWALK PARCEL	47V	83,136			136
PROPOSED LEASE PARCEL	47U	83,600			245,123
					312,624
					*CORRECTED
					161,523
					161,523

L. A. C. A. MAP NO. 88
A. M. B. I - 53 - 70

 PORTIONS OF EXISTING LEASE PARCELS 44T & 47T TO BE DELETED FOR SIDEWALK PURPOSES.
(SEE SCHEDULE OF AREAS)