

AMENDMENT NO. 6 TO LEASE NO. 8106
PARCEL 50R - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 3rd day of October,
1967,

APPROVED BY BOARD OF SUPERVISORS
BY AND BETWEEN COUNTY OF LOS ANGELES, herein-
after referred to as "County,"
AND OCT 3 1967 LINCOLN ROSE COMPANY, a California
corporation, hereinafter referred
to as "Lessee,"
WITNESSETH:

WHEREAS, the County and the predecessors in interest of Lessee, entered into a Lease subsequently identified as Lease No. 8106, under which Lessee leased from County certain real property in the Marina del Rey Small Craft Harbor known as Parcel No. 50R, and

WHEREAS, it is the desire of the parties to amend this Lease to allow the County to install signs on two corners of the Lessee's parcel and to provide for the installation, maintenance and operation of an internal water system to serve the Lessee's shopping center facilities and to provide space for the installation and maintenance of a water distribution station by the City of Los Angeles, Department of Water and Power; and

WHEREAS, it is the desire of the parties to amend said Lease to change the interval for the reporting of Lessee's gross receipts from monthly to annually;

NOW, THEREFORE, the parties agree that Lease No. 8106 shall be amended as follows:


1. Lessee hereby grants County the non-exclusive right to install, repair and maintain signs and sidewalks which are to be located within the area designated therefor on Exhibit "A" attached hereto and incorporated herein by reference. The County and Lessee acknowledge that signs have been installed in accordance with County's overall Marina Sign plan. County shall have the non-exclusive right to use said areas for the continued use and maintenance of the existing signs and agrees not to alter, change or replace the signs without prior permission from the Lessee which permission Lessee shall not unreasonably withhold. The parties acknowledge that Lessee's existing sprinkler system runs over, under, and through said designated

County shall install and maintain landscaping consistent with Lessee's landscaping within the area delineated on Exhibit "A." If at any time during the term of the Lease, the County removes all signs and abandons the use of the area for sign purposes for a period of thirty (30) days, County's right to install and maintain signs in these areas shall cease and Lessee shall have full use of said areas and shall assume the maintenance of landscaping installed by the County thereon. Should County abandon that portion of the area delineated in Exhibit "A" it has used for installation and maintenance of sidewalks, then County, at the option of Lessee, at County's sole cost and expense shall remove said sidewalks and landscape said portion to conform to the landscaping on the rest of Lessee's leased premises. Notwithstanding the provisions of this paragraph, rent payable by Lessee under this Lease shall not be reduced or modified.

2. Lessee shall at no expense to County install a ten-inch water main on, over, upon and across Parcel 5OR and Admiralty Way, in accordance with the plans and specifications prepared by the County of Los Angeles, Department of County Engineer, Waterworks and Utilities Division, and upon the following terms and conditions:

a. Said ten-inch water main shall be installed within the area designated for such installation on Exhibit "B", attached hereto and incorporated herein by reference. Said Exhibit provides the approximate location of the water main as specified in the plans prepared by the County of Los Angeles, Department of County Engineer, Waterworks and Utilities Division.

b. Upon completion of the work and acceptance thereof by the County, Lessee shall dedicate the water line to the County together with a non-exclusive right of ingress and egress to the water main more particularly described in Exhibit "B", for the purpose of repair and maintenance. Subsequent to the dedication, the County shall be responsible for any and all repairs, replacements and maintenance. In this connection, Lessee hereby grants the County permission to enter upon the Lessee's premises for the purpose of effecting required repairs or maintenance and Lessee hereby agrees to hold the County harmless for any and all claims it might have



against County, its agents, employees or contractors, for death or injury to persons or damage to property caused by such repair, replacement or maintenance work other than that arising out of the negligence of the County, its agents, employees or contractors.

c. Notwithstanding the provisions of this paragraph, the area leased to Lessee under this Lease shall not be altered or reduced by virtue of any dedication to the County of the aforementioned water main, nor shall rental payable by Lessee be reduced or modified in any way.

3. Lessee may install or cause to be installed at no expense to County an internal water system in, on, over, upon and across Parcel 50R in accordance with the following terms and conditions:

a. Lessee shall cause, at its own cost and expense, the preparation of plans and specifications with respect to any service connections and loops extending off the main water line. No construction or installation shall commence until said plans and specifications have been approved by County.

b. Upon completion of the work and acceptance thereof by County, Lessee shall dedicate the water system as shown on Exhibit "B" to County. Subsequent to such dedication, County shall be responsible for any and all needed repairs, replacements and maintenance between and including the water main and house meter connections. County shall have Lessee's permission to enter upon Lessee's premises at any reasonable time to effect any needed repair, replacements and/or maintenance work and Lessee hereby agrees to hold County harmless for any and all claims it might have against County, its agents, employees or contractors, for death or injury to persons or damage to property caused by such repair, replacement or maintenance work, other than that arising

from the negligence of the County, its employees, agents, or contractors.

c. Notwithstanding the provisions of this paragraph, the area leased to Lessee under this Lease shall not be altered or reduced by virtue of any dedication to the County of the aforementioned water main, nor shall rental payable by Lessee be reduced or modified in any way.

d. As stated above, County shall have the responsibility of repairing, replacing and maintaining the water pipeline, meters and accessory facilities, however Lessee shall reimburse County in respect to its actual costs therefor. Lessee agrees to reimburse County within fifteen (15) days from receipt of invoice.

e. Lessee may require expansion or alteration of the internal water system together with service connections from time to time during the term of the Lease. Changes shall be made in accordance with the following procedure: Lessee shall submit plans and specifications indicating the desired change to the Director of Department of Real Estate Management for his approval. Director agrees to not unreasonably withhold his approval. Lessee at no expense to County shall thereafter construct or cause to be constructed the approved additions and/or alterations in accordance with the approved plans and specifications and upon completion and acceptance by County, said additions and/or alterations shall be dedicated to the County in the manner provided in the preceding subparagraphs of this paragraph. The County shall have the responsibility of repairing, replacing and maintaining said additions and/or alterations and Lessee shall reimburse County for its direct costs and expenses incurred therefor within fifteen (15) days after receipt of invoice from County. There shall be no reduction in the areas leased to Lessee or in the rental payable by Lessee

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on the account of any such additions and/or alterations.

4. Lessee hereby grants to County the right to grant to the City of Los Angeles, hereinafter referred to as "City," a non-exclusive easement for the installation of a water meter vault together with a water main on Mindanao Way, as shown on Exhibit "C" attached hereto and incorporated herein by this reference upon the terms and conditions contained in this paragraph 4.

a. The County shall have the obligation to repair, replace or maintain the water meter vault together with the water main at its own expense and Lessee hereby gives its permission to County and/or City to enter upon Lessee's premises at any reasonable time for such repair, replacement or maintenance. County shall hold Lessee harmless from any loss, liability or damages arising out of claims for death or injuries to persons or damage to property in connection with the County's performance of its obligations hereunder, whether performed by County or by its contractors or agents.

b. Notwithstanding the provisions of this paragraph the area leased to Lessee under this lease shall not be altered or reduced by virtue of the granting of the aforesaid easement to City, nor shall rental payable by Lessee be reduced or modified in any way.

5. County shall, at its sole cost and expense, install a ten-inch asphalt concrete water main for a distance of approximately 125 lineal feet in the northerly five feet of Parcel 50R connecting the terminal of Lessee's installed ten-inch water main and the water distribution system to be installed by the City. The area within which said ten-inch, asphalt concrete water main shall be installed by the County is more particularly described in Exhibit "B" attached hereto. The County shall hold Lessee, its sublessees, agents, contractors and employees harmless from and against any and all loss, liability and damages arising out of or in connection with any mechanics' liens filed in respect to said installation or from any

damages or injury to persons or property arising from said installation. County shall have the non-exclusive right of ingress and egress to said water main within the northerly five feet of Parcel 50R for purposes of repairing, maintaining or altering said installation.

6. The provisions of Section 18, and the first two paragraphs of Section 35 shall not apply to any of the facilities or improvements constructed and/or installed pursuant to the provisions of this Amendment.

7. Notwithstanding the provisions of Section 43 of the original lease, County shall be entitled to any portion of any award in eminent domain attributable to facilities and improvements constructed or installed by County under the provisions of this Amendment.

8. The third paragraph of Section 30 entitled, "Accounting Records," found on page 35 of Lease No. 8106 beginning with the words "No later than..." and ending with the words..."shown to be due," is hereby deleted and the following substituted therefor:

"No later than forty-five days after the calendar month next succeeding the end of each calendar year, Lessee shall render to County a detailed statement showing gross receipts during the immediately preceding calendar year together with the amount payable to County as elsewhere herein provided, and shall accompany same with remittance of amount shown to be due."

9. Any and all other terms and conditions contained in the original Lease and all amendments thereto shall remain in full force and effect and are hereby reaffirmed.

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, or caused it to be duly executed the day, month and year first above written.

Dated SEPTEMBER 1, 1967.

LINCOLN ROSE COMPANY, a California corporation

APPROVED AS TO FORM

Donna D. Mendel
ATTORNEY

By Joe M. Hapard Vice-President

By W. B. T. [Signature] Secretary

ATTEST:

JAMES S. MIZE, Clerk of the Board of Supervisors

By MADELEINE JOHANN
Deputy

(SEAL) COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

HAROLD W. KENNEDY, County Counsel

By FRANK G. BONELLI
Chairman, Board of Supervisors

By James A. Johnson
Deputy