

AMENDMENT NO. 9 TO LEASE NO. 5691
PARCEL NO. 53 - MARINA DEL REY

47163

RENEGOTIATION OF RENT

THIS AMENDMENT TO LEASE made an entered into this 24th
day of April, 1984.

BY AND BETWEEN

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

AND

CAL-AGGIE, hereinafter referred
to as, "Lessee".

W I T N E S S E T H:

WHEREAS, the parties hereto or their predecessors in interest entered into a lease and agreement on June 19, 1962, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey commonly known as Parcel No. 53; and

WHEREAS, Section 15 of said lease provides that the square foot and percentage rentals set forth therein shall apply and be in effect for the first ten (10) years of the term thereof and at the end of said ten (10) year period and each subsequent ten (10) year period the said rentals shall be readjusted in accordance with the standards of fair market value; and

WHEREAS, said Section 15 further provides that such readjustment shall be accomplished by agreement of the parties and in the event such agreement cannot be reached the readjustment shall be determined by a

board of three (3) real estate appraisers in the manner set forth at length in said Section 15; and

WHEREAS, the board of three (3) real estate appraisers have arrived at an agreement upon the readjustment of said rents; and

WHEREAS, said board has completed its report, dated March 22, 1983, which report is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Section 26 of said lease provides that the amounts of required casualty insurance shall be subject to renegotiation at the same time and in the same manner as the amounts of rent hereunder; and

WHEREAS, the parties hereto have mutually arrived at an agreement as to said casualty insurance amount;

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

1. The first paragraph of Section 12 (SQUARE FOOT RENTALS) of said lease is hereby deleted and the following substituted therefor:

"The annual rental for the whole of the premises herein demised shall be a total of FORTY THOUSAND DOLLARS (\$40,000.00)."

2. The following paragraphs of Section 13 (PERCENTAGE RENTALS)

of said lease are hereby deleted in their entirety and the following substituted therefor:

"(a) TWENTY PERCENT (20%) of gross receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers, dockside storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants;

(d) ONE PERCENT (1%) of gross receipts from the sale of new or used boats, boat trailers, house trailers and trailer cabanas including credits for used items taken in trade as part payment for new items, as reflected in the bill of sale. However, the trade-in allowance for such used item taken in trade may be deducted from the sale price of said used item, provided said used item is sold within one hundred twenty (120) days of the date of the bill of sale which established said trade-in allowance;

(e) FIVE PERCENT (5%) of commissions or other fees earned from boat brokerage, car rental agencies, marine insurance commissions where the sale of insurance is conducted in conjunction with boat sales and/or boat brokerage, telephone service charges, laundry and dry cleaning commissions and other similar activities where earning are normally on a commission basis when said activity is approved in advance by Director;

(h) FIVE PERCENT (5%) of gross receipts received by Lessee or sublessee or TWENTY-FIVE PERCENT (25%) of any commissions or other fees collected for the installation and/or operation of coin-operated vending or service machines, including pay telephones;

(p) THREE PERCENT (3%) of gross receipts or other fees charged by authorized boat repair yards, including repair, painting, tugboat, salvage and boat pump-out services and similar activities (except that where parts and materials are separately invoiced, they may be reported under Subsection (s) of this Section) for the period of March 1, 1982 through February 28, 1983; at THREE AND ONE-HALF PERCENT (3½%) for the period of March 1, 1983 through February 28, 1985; and at FOUR PERCENT (4%) for the period of March 1, 1985 through February 29, 1992;

(s) ONE AND ONE-HALF PERCENT (1½%) of gross receipts from the sale of miscellaneous goods and services not specifically provided for elsewhere in this Section and as further defined in Policy Statement No. 21 issued by Director for the period of March 1, 1982 through February 28, 1983; at TWO PERCENT (2%) for the period of March 1, 1983 through February 29, 1984; at THREE PERCENT (3%) for the period of March 1, 1984 through February 28, 1985; and at FOUR PERCENT (4%) for the period of March 1, 1985 through February 29, 1992;

(u) ONE AND ONE-HALF PERCENT (1½%) of gross receipts from hauling, launching and lay fees for boat owner do-it-yourself activities for the period of March 1, 1982 through February 28, 1983; at TWO PERCENT (2%) for the period of March 1, 1983 through February 29, 1984; at THREE PERCENT (3%) for the period of March 1, 1984 through February 28, 1985; and at FOUR PERCENT (4%) for the period of March 1, 1985 through February 29, 1992."

3. Subsection (c) (8) of Section 13 (PERCENTAGE RENTALS) of said lease is hereby deleted and the following substituted therefor:

"and (8) TEN PERCENT (10%) of gross receipts from liveaboard charges over and above slip rental fees imposed by anchorages for the privilege of a boat owner living on his boat."

4. The second paragraph of Section 26 (Indemnity Clause and Casualty Insurance) is hereby deleted and the following substituted therefor:

"Lessee shall maintain in full force and effect during the term of this lease, comprehensive general liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability. The County and the Board of Supervisors, its officers, agents and employees shall be named as additional insureds under such liability insurance policy or policies."

5. This amendment shall be effective on March 1, 1982.

6. Every other term and condition contained in said lease and agreement shall remain in full force and effect and is hereby reaffirmed.

/

/

/

/

/

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 Clerk thereof, and the Lessee has executed the same the day and year first hereinabove written.

Dated April 25, 1984.



CAL-AGGIE

By *George E. Higgins*
By _____

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk of the
Board of Supervisors

By *James J. Regan*
Deputy

THE COUNTY OF LOS ANGELES

By *Gene Rana*
Chairman, Board of Supervisors



APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By *Robert W. Roddy*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 APR 24 1984

L. J. Montelh
LARRY J. MONTEILH
EXECUTIVE OFFICER