

AMENDMENT NO. 10 TO LEASE NO. 5691
PARCEL NO. 53 - MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this
10th day of April, 1990.

BY AND BETWEEN

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

AND

MARJORIE AGAJANIAN, hereinafter
referred to as "Lessee",

W I T N E S S E T H:

WHEREAS, the parties or their predecessors in interest entered into Lease No. 5691 on June 19, 1962, under the amended terms of which County leases to Lessee that certain real property located in the Marina del Rey commonly known as Parcel No. 53, which leasehold premises are more particularly and legally described in Exhibit "A" attached to and incorporated in said amended Lease No. 5691 (the "Lease"); and

WHEREAS, the parties desire to amend Section 3 of the Lease to provide for dry stack boat storage as an additional primary use, subject to an automatic termination of this use in the event a facility providing for this use is not built and open to the public on or before the fourth annual anniversary date of the effective date of this amendment to

the Lease; to remove the prohibition against fuel sales; and to recognize the sale of prepackaged food, beverages, bait and miscellaneous items of merchandise as a related use in connection with the operation of a dry stack boat storage facility on the premises; and

WHEREAS, the parties also desire to amend Section 7 of the Lease to provide for an immediate increase in the security deposit from SIX THOUSAND FIVE HUNDRED EIGHTY-NINE AND 38/100 DOLLARS (\$6,589.38) to TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) and further periodic adjustments in the security deposit on the readjustment dates for the rent as provided in Section 15 of the Lease to an amount that is equal to one-fourth (1/4) of the readjusted annual square foot rental; and

WHEREAS, the parties also desire to amend subsection (b) of Section 13 of the Lease to provide for an 15% rate for gross receipts from the use of dry storage facilities; and

WHEREAS, the parties also desire to amend Section 30 of the Lease to provide for the reporting of quarterly profit and loss statements covering the operation of a dry stack boat storage facility on the premises; and

WHEREAS, the parties also desire to amend Section 36 of the Lease to provide for the obligation of the Lessee to repair any County improvements that may be damaged by the Lessee;

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

1. The first two paragraphs in Section 3 (PURPOSE OR USE OF PROPERTY) of the Lease are deleted and the following paragraphs substituted in their place.

"The leased premises shall be used only and exclusively for boat repair, small craft anchorage and dry stack boat storage for portable boats and such other related uses and purposes incidental thereto as are specifically approved and for no other purposes whatsoever without the written approval of County; the uses and purposes above listed are set forth to define the maximum contemplated scope of permissible uses and purposes, and their enumeration is not intended to be authorization for any specific use or purpose. The foregoing notwithstanding, the dry stack boat storage use shall expire and be of no further force and effect, unless a dry stack boat storage facility conforming substantially to

the schematic plans approved by the Design Control Board on January 18, 1990, shall be built and open to the public on or before the fourth anniversary date of the effective date of the tenth amendment to the Lease.

"It is also expressly understood that the uses of the said premises which are permitted hereinabove do not include the following:

"C - Live Bait Sales

D - Commercial Sportfishing and Tour Boats

E - Residential"

2. It is agreed and acknowledged that a marine equipment store, yacht and marine insurance brokerage, new boat sales, small tool rentals, fuel sales, and the sale of prepackaged food, beverages, bait and miscellaneous items of merchandise related to the use and enjoyment of portable boats is approved as a related use in connection with the operation of a dry stack boat storage facility on the premises.

3. The first paragraph of Section 7 (SECURITY DEPOSIT) of the Lease is hereby amended to read as follows:

"The Lessee shall make such adjustments in the sum of SIX THOUSAND FIVE HUNDRED EIGHTY-NINE AND 38/100 DOLLARS

(\$6,589.38) that is currently on deposit with the County as may be necessary to immediately increase this sum to TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) and to make such further adjustments in this increased sum as may be necessary to establish and maintain over the lease term a deposit that is equal to one-fourth (1/4) of the annual (minimum rent) for the leasehold premises, as this rental may change over the term of this lease due to the periodic changes that may be made in the rent pursuant to Section 15 of the lease. This sum shall be retained by the 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 following subsections (b)(i) and (b)(ii) are substituted for the existing subsection (b) in Section 13 (PERCENTAGE RENTALS) of the Lease:

"(b)(i) FIFTEEN percent (15%) of gross receipts from the rental or other fees charged for the use of dry stack storage facilities.

"(b)(11) TEN percent (10%) of gross receipts from the rental or other fees charged for the use of landside gear lockers, landside storage space, boats, motors, tackle, recreational equipment, tools, and equipment."

5. The following paragraph is added to Section 30 (ACCOUNTING RECORDS) of this Lease.

"The Lessee shall file with the Director quarterly profit and loss statements for the operation of a dry stack boat storage facility on the premises for the period commencing with the opening of the facility to the public and ending February 29, 1992."

6. The first paragraph of Section 36 (REPAIRS BY COUNTY) of the Lease is deleted and replaced by the following paragraph.

"The Lessee shall from time to time make any and all necessary repairs to or replacement of any equipment, structure, structures, or other physical improvements, upon the demised premises, in order to comply with any and all regulations, laws or ordinances of the State of California, County of Los Angeles or other governmental body, which may be applicable, or as required in writing by the Director to the Lessee incident to the provisions of Section 35 of this lease,

or as required to repair any damages to County owned improvements arising out of the construction of a dry stack boat storage facility on the premises."

7. The effective date of this amendment shall be the date of its execution by the County.

8. All other terms and conditions contained in the Lease shall remain in full force and effect and are hereby reaffirmed.

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IN WITNESS WHEREOF, the 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 same the day, month and year first hereinabove written.

Marjorie Agajanian
MARJORIE AGAJANIAN

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

ATTEST:

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



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APR 10 1990

By *[Signature]*
Deputy

Larry J. Montelh
LARRY J. MONTEILH
EXECUTIVE OFFICER

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

THE COUNTY OF LOS ANGELES
By *Michael D. Antonovich*
Chairman, Board of Supervisors
PAG 704

By *[Signature]*
Deputy

53.10, AMB/FGUILE/LEASES