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AMENDMENT NO. 4 TO LEASE NO. ~~7954~~
PARCEL NO. 54 - MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this 15th
day of August, 1972,

BY AND BETWEEN COUNTY OF LOS ANGELES, hereinafter
referred to as "County"
AND WINDWARD YACHT AND REPAIR, INC.,
hereinafter referred to as "Lessee,"

W I T N E S S E T H:

WHEREAS, on March 18, 1964, the predecessors in interest of Lessee and County entered into a lease and agreement under the terms of which County leased that certain real property located in the Marina del Rey and known as Parcel 54; and

WHEREAS, Lessee is presently operating a boat repair yard in Marina del Rey; and

WHEREAS, Lessee is not required and does not provide facilities for boat owners to repair their own boats; and

WHEREAS, County is desirous of having such facilities available to serve the many boat owners at the Marina del Rey;

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

1. Section 13 (PERCENTAGE RENTALS) is hereby amended by adding the following subsections:

(u) ONE PER CENT (1%) of gross receipts from hauling, launching and lay fees for boat owner do-it-yourself activities.

(v) THREE PER CENT (3%) of gross receipts from work docks for boat owner do-it-yourself facilities.

2. Section 50 (SPECIAL PROVISIONS FOR DO-IT-YOURSELF FACILITIES) is hereby added to the lease.

Lessee hereby agrees to provide facilities for boat owners to repair their own boats under the following conditions:

(a) The special facilities for boat owner do-it-yourself facilities shall commence within thirty (30) days from July 1, 1972 and continue for a minimum period of six (6) months. At the end of said six (6) months, Lessee may elect to discontinue this operation in which event this amendment would become null and void. Furthermore, at the end of said six (6) month period, County may elect to proceed with other facilities for a boat owner do-it-yourself facility without any liability on the part of the County.

(b) Lessee will provide seven (7) spaces for do-it-yourself operation on weekends and three (3) spaces during the week, if needed.

(c) Lessee will provide work docks in an amount satisfactory to Director.

(d) Lessee will have hoses and electrical outlets available in the work area.

(e) Boat owners will have the option of bringing their own material, however, Lessee may prohibit boat owners from employing outside labor without Lessee's prior approval.

3. Any and all other terms and conditions contained in said lease shall remain in full force and effect and are 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 Executive Officer-Clerk thereof, and the Lessee has executed the same the day, month and year first hereinabove written.

WINDWARD YACHT & REPAIR, INC.

By Robert W. Livingston
President

By [Signature]
Secretary

ATTEST:

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



By [Signature]
Deputy

THE COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By [Signature]
Chairman, Board of Supervisors

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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AUG 15 1972

[Signature]

JAMES S. MIZE
EXECUTIVE OFFICER