

AMENDMENT NO. 1 TO LEASE NO. 14766
PARCEL NO. 104 - MARINA DEL REY

14766

THIS AMENDMENT TO LEASE made and entered into this ^{SUPPLEMENT 1}

10th day of December, 1976

BY AND BETWEEN COUNTY OF LOS ANGELES, hereinafter referred to as "County"

AND DEL REY SHORES NORTH, a joint venture, hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, on April 22, 1969, Lessee and County entered into a lease of those certain premises located within Marina del Rey Small Craft Harbor known as Parcel No. 104; and

WHEREAS, Section 3 of said lease provides that the leased premises shall be used for construction, operation and maintenance of parking facilities, landscaping and fencing; and

WHEREAS, Lessee has constructed all of the improvements required in the primary use; and

WHEREAS, there is economic justification for modifying said lease to provide for an expanded primary use; and

WHEREAS, an expanded primary use will have no significant adverse affect on the harbor nor existing leaseholds; and

WHEREAS, County has received additional consideration in return for additional benefits by the Lessee; and

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

1. The third line of the first paragraph of Section 3 (PURPOSE OR USE OF PROPERTY) of said lease is hereby amended by adding the following phrase immediately following the words "landscaping and fencing":

"storage facilities to be used only for the storage of personal property and goods."

2. Section 7 (RENTAL PAYMENT SECURITY) of said lease is hereby deleted in its entirety and the following substituted therefor:

"7. SECURITY DEPOSIT

"County hereby acknowledges receipt from Lessee of the sum of FOUR HUNDRED TWO AND 57/100 DOLLARS (\$402.57). This sum, which is an amount equal to approximately three (3) months' minimum bid 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 County.

"In the event all or any part of said sum so deposited is applied against any rent or other financial obligations of Lessee due and unpaid, the Lessee shall immediately reimburse the County an amount equal to that portion of the security deposit applied by County so that at all times during the life of this lease said full security deposit shall be maintained with County. Failure to maintain the full amount of security deposit shall constitute an event of default as provided for in Section 21. Upon forfeiture or termination of this lease, any portion of said deposit due the Lessee shall be returned.

"At any time subsequent to the first three (3) years of the term of this lease, Lessee may, with approval of Director, substitute for said cash security deposit a corporate surety bond issued by a surety company licensed to transact business in the State of California, or such other bond or written undertaking satisfactory to Director, in an amount equal to said deposit."

3. The fourth paragraph of Section 12 (SQUARE FOOT AND HOLDING RENTALS) of said lease is hereby deleted and the following substituted therefor:

"The aforesaid annual square foot rental for the whole of the premises herein demised shall be, \$0.15346 per square foot of land area or the total of ONE THOUSAND SIX HUNDRED TEN AND 26/100 DOLLARS (\$1,610.26)."

4. The effective date of this Amendment shall be the first day of the month following execution by the Chairman of the Board of Supervisors.

5. Any and all other terms and conditions in the present agreement are hereby reaffirmed and shall remain in full force and effect.

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.

DEL REY SHORES NORTH, a joint venture consisting of

R.A.J. INVESTMENT COMPANY,
a partnership

By [Signature]
Jerry B. Epstein, partner

and

[Signature]
Kirk Douglas

ATTEST:

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

By [Signature]
Deputy

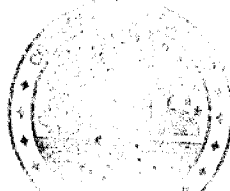
COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

By [Signature]
Deputy



STATE OF CALIFORNIA

County of Los Angeles

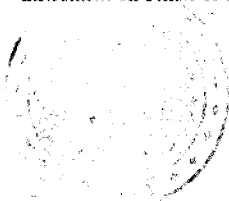
ss

On this 16th day of December, A.D., 1976, 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

EDMUND D. EDELMAN

known to me to be the Chairman of the Board of Supervisors 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 seal the day and year of this certificate first above written.



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

By

Shirley Harper

Deputy

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On November 3, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared KIRK DOUGLAS, known to me to be one of the joint venturers in DEL REY SHORES NORTH, the joint venture that executed the within instrument, and acknowledged to me that such joint venture executed the same.

WITNESS my hand and official seal.



Dixie Burckel
Notary Public in and for said State.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On November 12, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared JERRY B. EPSTEIN, known to me to be a partner of R.A.J. INVESTMENT COMPANY, a partnership, one of the joint venturers in DEL REY SHORES NORTH, the joint venture that executed the within instrument, and acknowledged to me that such joint venture executed the same.

WITNESS my hand and official seal.



Leo Bialis
Notary Public in and for said State.

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 104

That portion of Parcel 326, 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 Recorder of said county, which lies northwesterly of the following described line:

Beginning at a point in the easterly line of Parcel 304, as shown on said map, distant North thereon 74.00 feet from the southeasterly corner of said last mentioned parcel; thence West along a line parallel with the northerly line of said last mentioned parcel a distance of 124.00 feet to the beginning of a curve concave to the south, tangent to said parallel line and having a radius of 45 feet; thence westerly along said curve through a central angle of $35^{\circ}03'05''$ a distance of 27.53 feet; thence South $54^{\circ}56'55''$ West 400.00 feet.

Reserving and excepting unto the County of Los Angeles a right of way for access, fire access and harbor utilities purposes in and across that portion thereof designated on said map as easements to be reserved by said county for such purposes.

DESCRIPTION APPROVED
January 8, 1969
JOHN A. LAMBIE
County Engineer

By *John A. Lambie* Deputy