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Supplement 9

AMENDMENT NO. 9 TO LEASE NO. 10200
PARCEL 132R, MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT TO LEASE made and entered into this 1st
day of May, 1984,

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter
referred to as "County",

AND

CALIFORNIA YACHT CLUB, a California
corporation, hereinafter referred
to as "Lessee",

W I T N E S S E T H:

WHEREAS, on November 2, 1965, County and Lessee entered into
Lease No. 10200 under the terms of which Lessee is leasing from County
that certain real property located in the Marina del Rey Small Craft
Harbor, County of Los Angeles, State of California, now commonly known
as Parcel 132R which leasehold premises are more particularly and
legally described in Exhibit "A" attached to and incorporated in said
Lease No. 10200, as amended,

WHEREAS, the County has determined that it is in the public
interest to maximize the number of slips in said Harbor by increasing
the water acreage under lease for construction and maintenance of re-
creational boat slips, a portion of which acreage is contiguous to the
leasehold premises hereunder demised; and

WHEREAS, Lessee is willing to accept the additional water area of said leasehold premises for the purpose of construction and maintenance of additional recreational boat slips, and the security deposit and rental increases provided for herein;

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

1. The total area of the leasehold constituting Parcel 132R shall be increased by approximately 171,749 square feet as shown on the map which is attached hereto.

2. The revised area of the leasehold is hereby acknowledged to encompass 247,708 square feet of land and 433,632 square feet of water, for a total of 681,340 square feet which is more particularly and legally described in Exhibit "A" which is hereby attached hereto and incorporated herein and which area shall henceforth be referred to as Parcel 132S.

3. Section 5 is hereby amended by the addition of the following:

"It is expressly understood and agreed that the additional water area demised herein shall be improved and put to public use, in

the order of priority set forth in paragraph 7 herein, by the construction of approximately 75 recreational boat slips as an addition to Lessee's existing anchorage. Lessee agrees to file in orderly succession and in accordance with the schedules set forth below, plans, specifications, and construction cost estimates with the Director and Design Control Board and the California Coastal Commission, as appropriate, for review and approval. In the event that any submittal required herein fails to achieve approval upon initial submittal, Lessee agrees to either (1), revise such in accordance with requirements outlined by Director and/or Design Control Board and/or California Coastal Commission and to resubmit same within forty-five (45) days of receipt of rejection thereof, or (2) quietly and peacefully surrender possession of the additional water area demised herein and cause a good and sufficient quit claim deed to be placed of record in County. Said plans and specifications shall conform to applicable provisions of the Specifications and Minimum Standards of Architectural Treatment and Construction for Marina del Rey as heretofore adopted by the Board of Supervisors on January 31, 1961, and subsequent amendments thereto and shall conform to standards generally accepted in the architectural and engineering professions for such documents. Failure to conform to such standards and requirements shall constitute a default under this lease but only as to the additional premises demised herein.

Not later than 180 days after the effective date hereof, Lessee shall submit six (6) sets of schematic plans, outline

specifications, and construction cost estimate summary clearly delineating the size, conformation, and arrangement of all proposed improvements, the architectural theme or design thereof. In addition to proposed improvements, said plans shall show and identify property or lease lines and rights of way or reservations pertinent to the premises demised hereunder.

Within 60 days after approval by Director and Design Control Board of said schematic plans, specifications, and cost estimates, lessee shall apply to the California Coastal Commission for a coastal development permit authorizing the additional anchorage facilities herein contemplated.

Within 60 days after securing a coastal development permit, Lessee shall submit six (6) sets of preliminary plans, outline specifications, and construction cost estimate summaries conforming to and expanding on the description of proposed improvements as delineated in the approved schematic plans. Any significant difference in the scope or intent of the development from that depicted on said approved schematic plans shall be described and justified to the satisfaction of Director and Design Control Board.

Within 60 days after approval of said preliminary plans by Director and Design Control Board, Lessee shall file six (6) sets of complete final plans, detailed specifications, and construction cost

estimate summaries, together with one set of appropriate structural computations identical to those required by the Engineer incident to issuance of building permits under provisions of the Los Angeles County Uniform Building Code. Lessee shall concurrently file duplicate copies thereof with the Engineer together with applications for building permits.

No construction shall begin until said final plans and specifications have been approved by Director, Design Control Board, and Engineer. No modification shall be made to the work defined on said final plans and specifications prior to approval thereof by Director and, if subject to provisions of the Uniform Building Code, the Engineer.

Within 90 days after approval of final plans and specifications, Lessee shall in good faith commence construction of all of the improvements described therein. Such construction shall be performed in accordance with said approved final plans and specifications, and Lessee shall diligently prosecute such construction and complete same not later than 360 days after the date of approval of said final plans and specifications; provided that any delay in construction due to fire, earthquake, war, labor dispute, or other event reasonably beyond control of Lessee shall extend the time in which said construction must be completed by the length of time of such delay as determined by Director. Lessee further agrees to keep Director apprised of the progress of the work to the end that Director may provide timely inspection to assure proper safeguarding of such County-owned improvements

occurring on or near the premises as seawalls, underground conduits, utility lines, and the like.

In the event that any County-owned improvements may be damaged as a result of said construction, Lessee agrees to repair such damage immediately at no cost to County, or, in the event Lessee does not so repair said damage immediately and to County's satisfaction, County may enter upon the premises to make such repairs, the cost of which shall be paid by Lessee immediately upon demand."

4. Section 6a (TERMINATION PROVISION) is hereby added to said lease:

"It is mutually understood and agreed that this amendment and any and all rights that Lessee, his heirs, assignees, and successors may have in and to said additional water area shall automatically and without prior notice terminate and be null and void and be of no further force and effect three (3) years after the effective date hereof unless Lessee has completed the additional construction provided for by this amendment.

By mutual agreement between the County and Lessee, said time limits as hereinabove set forth may be extended. Such extension may be granted only for good and sufficient reason and at the sole discretion of County, and any request for such an extension by Lessee may be denied by County for any reason whatsoever, without recourse.

If the amendment is terminated as herein provided, Lessee shall immediately remove any property that he may have placed on the additional water area demised herein and if Lessee fails to remove any such property within one hundred eighty (180) days after such termination, title thereto shall automatically vest in County. In addition, Lessee shall pay any and all rents due up until the time of any termination under the provision of this amendment. Thereafter, the annual square foot rental for the whole of the demised premises shall be as provided in Section 4 of amendment No. 6 to the lease. In addition the security deposit shall be reduced to the amount specified in Section 1 of said amendment. County shall refund to Lessee any excess monies that it may have no deposit and which belong to Lessee."

5. The first paragraph of Section 7 is hereby deleted and the following substituted therefor:

"County hereby acknowledges receipt from Lessee of the sum of FIFTEEN THOUSAND ONE HUNDRED FIFTY NINE AND 33/100 DOLLARS (\$15,159.33). This sum, which is an amount equal to approximately three (3) months' square foot 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 the County."

6. The first paragraph of Section 12 of said lease is hereby deleted and the following substituted therefor:

"The annual square foot rental for the whole of the demised premises shall be (\$0.112) per square foot as to 247,708 square feet of land area and (\$.075857) per square foot as to 433,632 square feet of water area. The total annual minimum rental for the entire leasehold shall be SIXTY THOUSAND SIX HUNDRED THIRTY SEVEN AND 32/100 DOLLARS (\$60,637.32)."

7. The following paragraph is added to Subparagraph A(2) of Section 22 of said lease:

"It is mutually agreed the ultimate purpose of Amendment No. 9 is that the newly constructed slips accommodated thereby, shall create a like number of slip vacancies within other Marina del Rey anchorages. To that end, said newly constructed slips shall be provided to yacht club members in the following manner and priority:

1. First priority to club members being displaced from existing lessee slips due to construction of new slips.
2. Second priority to club members vacating an existing lessee slip to occupy a newly constructed slip; said vacated slip to be filled by observing the priority system established herein.
3. Third priority to club members vacating an existing slip elsewhere in Marina del Rey who were on the

official lessee waiting list as it existed on
September 15, 1983.

4. Fourth priority to club members vacating an existing slip in another Southern California anchorage; and
5. If new slips are not filled by priorities 1 - 4, then priority reverts to the lessee's first-come, first-served priority system.

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Any dispute caused by this priority system will be jointly arbitrated by County and lessee until all slips have been initially occupied. Once the new slips are filled, then the lessee's regular priority system shall be used to fill all future slip vacancies."

8. The effective date of this amendment shall be the first day of the month immediately following the execution of this amendment.

9. All other terms and conditions contained in said lease and the amendment thereto shall remain in full force and effect and are hereby reaffirmed and ratified.

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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.

CALIFORNIA YACHT CLUB, a California corporation

By Charles F. Hathaway
President

By Robert W. Smith
Secretary

ATTEST:

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



By Maria Yamayama
Deputy

COUNTY OF LOS ANGELES

By Gene Rona
Chairman,
Board of Supervisors

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By Robert W. Hoob
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

7

MAY 01 1984

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 132S

Those portions of Parcels 660 to 666 inclusive, 670 to 677 inclusive, 679 to 683 inclusive and 905, 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 Registrar-Recorder of said County, within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 660; thence southerly along the easterly line of said last mentioned parcel a distance of 195.00 feet to the northerly line of said Parcel 677; thence South $77^{\circ}07'44''$ East along said northerly line and the northerly line of said Parcel 679 a distance of 318.79 feet to the most easterly corner of said Parcel 679; thence southwesterly along the southeasterly line of said last mentioned parcel a distance of 73.49 feet to the most westerly corner of Parcel 678, as shown on said map; thence easterly along the southerly line of said last mentioned parcel a distance of 22.05 feet to a line parallel with and 65 feet southeasterly, measured at right angles, from the northwesterly line of said Parcel 679; thence South $60^{\circ}00'00''$ West along said parallel line 1122.95 feet; thence North $25^{\circ}47'07''$ West 632.91 feet to a point in the southerly prolongation of the westerly line of said Parcel 670 distant South along said westerly line and said southerly prolongation 328.00 feet from the northwesterly corner of said last mentioned parcel; thence North along said southerly prolongation and said westerly line 328.00 feet to said northwesterly corner; thence South $77^{\circ}07'44''$ East along the northerly lines of said Parcels 670 to 673 inclusive, a distance of 346.72 feet to the easterly line of the westerly 42.30 feet of said Parcel 666; thence northerly along said last mentioned easterly line to a line parallel with and 59 feet northerly, measured at right angles, from the southerly line of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line 154.57 feet to a point distant North $77^{\circ}07'44''$ West thereon 148.00 feet from the westerly line of the easterly 55.13 feet of said Parcel 663; thence northerly at right angles from said last mentioned parallel line 18.00 feet; thence South $77^{\circ}07'44''$ East along a line parallel with said last mentioned southerly line 148.00 feet to said last mentioned westerly line; thence northerly along said last mentioned westerly line 118.00 feet to the northerly line of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along the northerly lines of said Parcels 663, 662, 661 and 660 a distance of 355.13 feet to the point of beginning.

Together with the use, in common with others, of that portion of that certain 11 foot easement for sanitary sewer and harbor utility purposes, shown on said map to be reserved by the County of Los Angeles for such purposes, which extends from

the easterly line of the westerly 42.30 feet of said Parcel 666, westerly to the westerly line of Parcel 668, as shown on said map.

Reserving and excepting unto the County of Los Angeles rights of way for sanitary sewer, fire access, storm drain, access and harbor utility purposes in and across those portions thereof designated on said map as easements to be reserved by said County for such purposes, together with the right to grant same unto others.

DESCRIPTION APPROVED

FEB 3 1981

STEPHEN J. KOONCE

County Engineer

By *Edgar Subutski* Deputy