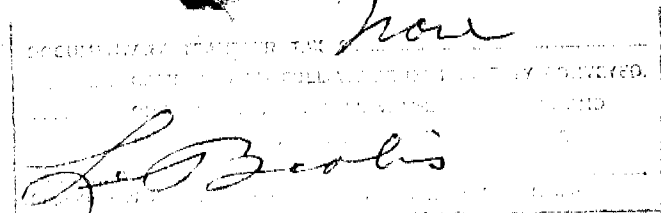


2304

BK M3690PG 213

Recording requested by,
and please return to:
Small Craft Harbors
Administration Building
Fiji Way
Marina del Rey, California



NOTICE OF LEASE

TO WHOM IT MAY CONCERN:

Please take notice that on the 2nd day of February,
19 71, the County of Los Angeles did lease the following described par-
cel or parcels of land and water situated within the Marina del Rey
Small Craft Harbor of the County of Los Angeles, State of California,
hereinafter sometimes referred to as Parcel or Parcels Number 200
_____ legally described in exhibit "A" attached hereto
and incorporated herein to Southern California Edison Company,
a corporation

under certain conditions set forth in said indenture of lease.

The original of said indenture is on file in the official file of
the Executive Officer, Board of Supervisors of the County of Los Angeles.

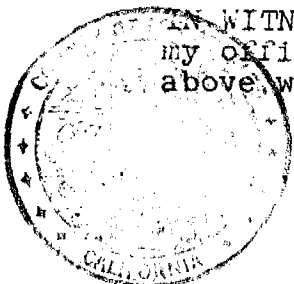
County of Los Angeles
Department of Small Craft Harbors

By Leo Bialis
Leo Bialis, Harbor Controller

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 8th day of February, A.C., 19 71, before
me, JAMES S. MIZE, Executive Officer and Clerk of the Board of Super-
visors of the County of Los Angeles, State of California, residing
therein, duly commissioned and sworn, personally appeared LEO BIALIS,
known to me to be the Harbor Controller of the Department of Small
Craft Harbors of the County of Los Angeles and the person who executed
the within instrument on behalf of the County therein named, and ac-
knowledgeed 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 and
Clerk of the Board of Supervisors of
the County of Los Angeles

By James S. Mize
Deputy

2304

17694

L E A S E

THIS LEASE made this 2nd day of February, 1974,
by the COUNTY OF LOS ANGELES, hereinafter called "County," and
SOUTHERN CALIFORNIA EDISON COMPANY, a corporation,
hereinafter called "Lessee," WITNESSETH:

That in consideration of the terms, conditions, and cove-
nants herein contained, to be kept and performed by the parties
hereto and the strict, prompt and punctual performance of each
of the terms, conditions and covenants by Lessee on his part
agreed to be kept and performed, County by these presents does
lease and demise unto Lessee, and Lessee by these presents does
lease, hire, and take from County the following described parcel
of land, consisting of a total of 25,745 square feet and situated
in the Marina del Rey Small Craft Harbor of the County of Los
Angeles, State of California, hereinafter sometimes referred to
as Parcel Number 200 legally described in Exhibit "A", attached
hereto and incorporated herein.

TO HAVE AND TO HOLD said leased premises for the term
of this lease and upon terms and conditions as follows:

1. DEFINITION OF TERMS.

The following words have in this lease the significance
attached to them in this paragraph, unless otherwise apparent
from the context:

"BOARD" means the Board of Supervisors of the County
of Los Angeles.

"COMMISSION" means the Small Craft Harbor Advisory
Commission of the County of Los Angeles.

"COUNTY" means the County of Los Angeles.

"DEPARTMENT" means the Department of Small Craft
Harbors of the County of Los Angeles.

/

APPROVED AS TO DESCRIPTION
P. S. PEEDOCK, MGR. BYE
CITY OF LOS ANGELES

SEE 25-74
10-5-74
FUNCTIONAL

25-74
4711

1 "DESIGN CONTROL BOARD" means the board appointed by the
2 Board of Supervisors to review and approve the architectural
3 design and arrangement of facilities constructed at Marina del Rey.

4 "DIRECTOR" means the Director of the Department of
5 Small Craft Harbors of the County of Los Angeles.

6 "ENGINEER" means the County Engineer of the County of
7 Los Angeles.

8 The word "PROPERTY" includes both real and personal
9 property.

10 The word "SECTION" means a section of this lease.

11 The words "SHALL" and "WILL" are mandatory and the word
12 "MAY" is permissive.

13 The word "SUBLESSEE" includes licensee, permittee and
14 concessionaire of or from Lessee with respect to any interest
15 in the property demised under this lease.

16 Words and phrases contained herein shall be construed
17 according to the context and the approved usage of the English
18 language, but technical words and phrases, and such others as
19 have acquired a peculiar and appropriate meaning by law, or
20 are defined in the preceding paragraph of this Section, are to
21 be construed according to such technical, peculiar, and appro-
22 priate meaning or definition.

23 Words used in this lease in the present tense include
24 the future as well as the present; words used in the masculine
25 gender include the feminine and the neuter and the neuter includes
26 the masculine and feminine; the singular number includes the
27 plural and the plural the singular; the word "person" includes a
28 corporation as well as a natural person.

29 2. TERM.

30 The term of this lease shall be sixty (60) years,
31 commencing upon the first day of February, A.D.,
32 1971.

1 3. PURPOSE OR USE OF PROPERTY.

2 The leased premises shall be used only and exclusively
3 for the construction, operation and maintenance of an electric
4 substation with necessary appurtenant facilities and such other
5 related uses and purposes incidental thereto as are specifically
6 approved and for no other purposes whatsoever without the written
7 approval of County; the uses and purposes above listed are set
8 forth to define the maximum contemplated scope of permissible uses
9 and purposes, and their enumeration is not intended to be authori-
10 zation for any specific use or purpose. Lessee agrees that one of
11 the ultimate purposes of this lease is to provide completed
12 improvements so that the demised premises may be used for the
13 benefit of the public at the earliest possible date. Therefore,
14 it is understood and agreed that this lease and any and all rights
15 that lessee, his heirs, assignees, and successors may have in and
16 to said lease and the leasehold estate created hereby shall auto-
17 matically and without further notice terminate and be null and
18 void and be of no further force or effect unless lessee has
19 completed all of said improvements by December 31, 1972.

20 There shall be no actual construction upon said premises
21 except that required by Sections 5 and 6 hereof, and except that
22 additional construction allowed upon approval of Director pursuant
23 to Section 9 hereof.

24 Lessee shall conform to and abide by all rules and
25 regulations relating to the operations herein authorized and
26 shall be subject at all times to applicable rules, regulations,
27 resolutions, ordinances and statutes of the County of Los Angeles,
28 State of California, the Federal Government, and all other
29 governmental agencies where applicable; and where permits are
30 required for such operations the same must be first had and
31 obtained from the regulatory body having jurisdiction thereof
32 before such operation is undertaken.

1 4. ACTIVE PUBLIC USE.

2 The ultimate object of this lease is the complete and
3 continuous use of the premises herein demised for the benefit of
4 the public, without discrimination as to race or religion, the
5 immediate object being the development and realization of the
6 greatest possible revenue therefrom. It is agreed that said
7 immediate and ultimate objects are consistent and compatible.
8 Accordingly, Lessee covenants and agrees that he will operate
9 said premises fully and continuously to the end that the public
10 may enjoy maximum benefits and County may obtain maximum revenue
11 therefrom.

12 In the event of any dispute or controversy relating
13 hereto, this lease shall be construed with due regard to the
14 aforesaid objects.

15 5. PLANS AND SPECIFICATIONS FOR
16 REQUIRED CONSTRUCTION.

17 It is expressly understood and agreed that the demised
18 premises shall be improved and put to public use by the construc-
19 tion, operation and maintenance of an electric substation with
20 necessary appurtenant facilities. Lessee agrees to file in
21 orderly succession and in accordance with the schedules set
22 forth below, plans, specifications, and construction cost
23 estimates with the Director and Design Control Board for review
24 and approval. In the event that any submittal required herein
25 fails to achieve approval upon initial submittal, Lessee agrees
26 to revise such in accordance with requirements outlined by
27 Director and/or Design Control Board and to resubmit same for
28 approval. Said plans and specifications shall conform to appli-
29 cable provisions of the Specifications and Minimum Standards of
30 Architectural Treatment and Construction for Marina del Rey as
31 /
32 /

1 heretofore adopted by the Board of Supervisors on January 31,
2 1961, and subsequent amendments thereto and shall conform to
3 standards generally accepted in the architectural and engineering
4 professions for such documents. Failure to conform to such
5 standards and requirements shall constitute a default under this
6 lease.

7 After commencement of the term of this lease, Lessee
8 shall submit six (6) sets of schematic plans, outline specifications,
9 and construction cost estimate summary clearly delineating the
10 size, conformation, and arrangement of all proposed improvements,
11 the architectural theme or design thereof. In addition to
12 proposed improvements, said plans shall show and identify property
13 or lease lines and rights of way or reservations pertinent to the
14 premises demised hereunder.

15 After approval by Director and Design Control Board of
16 said schematic plans, specifications, and cost estimates, Lessee
17 shall submit six (6) sets of preliminary plans, outline specifi-
18 cations, and construction cost estimate summaries conforming to
19 and expanding on the description of proposed improvements as
20 delineated in the approved schematic plans. Any significant
21 difference in the scope or intent of the development from that
22 depicted on said approved schematic plans shall be described and
23 justified to the satisfaction of Director and Design Control Board.

24 After approval of said preliminary plans by Director and
25 Design Control Board, Lessee shall file six (6) sets of complete
26 final plans, detailed specifications, and construction cost
27 estimate summaries, together with one set of appropriate structural
28 computations identical to those required by the Engineer incident
29 to issuance of building permits under provisions of the Los
30 Angeles County Uniform Building Code. Lessee shall concurrently
31 file duplicate copies thereof with the Engineer together with
32 applications for building permits.

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

7 6. REQUIRED CONSTRUCTION SCHEDULE.

8 Lessee expressly covenants and agrees that after approval
9 of final plans and specifications as provided for in Section 5,
10 Lessee shall in good faith commence construction of all of the
11 improvements described therein, including landscaping and any
12 required underground laterals for power, light, television,
13 telephone, sanitary sewers, storm drains, gas lines and water
14 lines (including fire lines and hydrants). Such construction
15 shall be performed in accordance with said approved final plans
16 and specifications, and lessee shall diligently prosecute said
17 construction to completion. Lessee further agrees to keep Director
18 apprised of the progress of the work to the end that Director may
19 provide timely inspection to assure proper safeguarding of such
20 County-owned improvements occurring on or near the premises as
21 fences, underground conduits, utility lines, and the like. In
22 the event Lessee does not commence construction within 60 days
23 after commencement of this lease, Lessee shall immediately con-
24 struct an architectural wall or fence with suitable landscaping
25 surrounding this leasehold, both of which shall be approved in
26 advance in accordance with the procedures provided for in Section
27 5.

28 7. INITIAL RENT PAYMENT.

29 County hereby acknowledges receipt from Lessee of the sum
30 of Eight Thousand One Hundred and no/100-----Dollars
31 (\$ 8,100.00) equal to the first year's rent commencing from
32 the date of execution of this lease. It is understood and agreed

1 by and between the parties hereto that in the event of a cancellation
2 of this lease during the term hereof for any of the reasons herein
3 contained, that any portion of an annual rent payment made by
4 Lessee in advance shall not be refundable to Lessee on a pro rata
5 basis or otherwise.

6 8. ADDITIONAL CONSTRUCTION.

7 Lessee may, at its own expense, make or construct, or
8 cause to be made or constructed, improvements other than those
9 required by Sections 5 and 6, additions, alterations, repairs, or
10 changes in the leased premises provided such proposed improvements,
11 additions, alterations, repairs, or changes are within the scope
12 of permissible uses set forth in Section 3, and further provided
13 that each specific proposed improvement, addition, alteration,
14 repair, or change must first have the written approval of Director.
15 Director may refuse permission for the construction of any pro-
16 posed additional improvement, addition, alteration, repair or
17 change, and his decision will be final.

18 If Director approves said proposed construction, Lessee
19 shall submit plans and specifications to Director and Engineer
20 and may commence construction upon receipt of written approval
21 thereof from Director, Design Control Board and Engineer and upon
22 compliance with such terms and conditions relating to the con-
23 struction as Director may impose.

24 9. LANDSCAPING.

25 Lessee shall, at its own cost and expense and to the
26 satisfaction of County, install and maintain landscaping upon the
27 demised premises. A general layout of proposed landscaping shall
28 be submitted as part of the plans and specifications for all
29 proposed improvements of the site. This will include the land-
30 scaping of all areas between any street and set back lines and
31 such other areas as are necessary to create a pleasing development
32 of the project as a whole. All landscaping plans and layout must

1 have the approval of Director, Design Control Board and Engineer.

2 10. PERFORMANCE AND SURETY BONDS.

3 Lessee shall at its own cost and expense, furnish County
4 two (2) separate corporate surety bonds, in all respects satis-
5 factory to the County, as follows:

6 (a) Within ten (10) days prior to commencement
7 of any construction hereunder, Lessee shall furnish a
8 corporate surety performance bond, issued by a surety
9 company licensed to transact business in the State of
10 California, in an amount equal to fifty per cent (50%)
11 of the contract price of any construction required of
12 Lessee pursuant to Sections 5 and 6, said bond and
13 said company to be in all respects, including amount
14 thereof, satisfactory to County, naming Lessee as
15 principal and said company as surety, and County as
16 obligee, to assure full and satisfactory performance
17 by Lessee of Lessee's obligation contained in Sections
18 5 and 6 to build, construct, and install improvements
19 and landscaping upon the demised premises.

20 (b) Within ten (10) days prior to commencement
21 of any construction hereunder, Lessee shall furnish a
22 corporate surety bond, issued by a surety company
23 licensed to transact business in the State of California,
24 with Lessee as principal, and said company as surety, and
25 County as obligee, in a sum equal to fifty per cent (50%)
26 of the aforesaid contract price of any construction,
27 guaranteeing payment for all materials, provisions,
28 provender, supplies, and equipment, used in, upon, for
29 or about the performance of said construction work or
30 for labor done thereon of any kind whatsoever and pro-
31 tecting County from any and all liability, loss or damages
32 arising from failure to make such payment. In the event

1 that Lessee employs a licensed contractor for the con-
2 struction hereinbefore required and obtains from said
3 contractor or contractors similar bond or bonds in like
4 amount, in all respects satisfactory to County, County,
5 upon application by Lessee and upon the naming of County
6 as an additional obligee under such bond or bonds, will
7 accept said contractor's bonds in lieu of the bonds
8 otherwise required by this paragraph and paragraph (a)
9 of this Section.

10 (c) The Lessee shall have the option to deposit
11 with the County of Los Angeles, cash or United States
12 Government securities in all respects satisfactory to
13 the County of Los Angeles in lieu of any corporate
14 surety bonds required herein. Said cash or securities
15 shall be deemed deposited with the County for all the
16 purposes enumerated herein and shall be so deposited
17 for the benefit of the County under the same terms and
18 conditions as set forth herein with respect to corporate
19 surety bonds.

20 11. SCHEDULE OF RENT PAYMENTS.

21 Lessee shall pay to County an annual rent which shall be
22 due and payable in advance on the first day of each year, starting
23 with the date of execution of this lease. The aforesaid annual
24 rent for the whole of the premises herein demised shall be the sum
25 of Eight Thousand One Hundred and 10/100-----
26 (\$ 8,100.00).

27 12. RENT RENEGOTIATION TO MEET LEGAL REQUIREMENTS.

28 Section 504 of the Bond Resolution described in Section
29 39 of this lease requires that each lease provide that the annual
30 rent be subject to increase if and when the Board of Supervisors
31 shall find and determine that such increase is required to permit
32 the County to meet its obligations under the terms of said Bond
Resolution.

1 In the event that the Board of Supervisors determines
2 that it is required to increase rent to meet its obligations under
3 the Bond Resolution, it may increase the annual rent provided for
4 in this lease to the extent required to meet said obligations,
5 except that the Lessee shall bear no more than his proportionate
6 share of the total increase required to meet said obligations as
7 reasonably determined by the Director, and, in any event, the
8 amount of any such increase shall not exceed ten percent (10%) of
9 the previously existing annual rent. Rent increases under this
10 section shall not be made during the first five (5) years of the
11 term hereof nor more often than every ten (10) years thereafter.

12 13. GENERAL RENT RENEGOTIATION AND ARBITRATION.

13 Except as provided in Section 12, the annual rent herein-
14 before provided for shall apply and be in effect for the first
15 twenty-one (21) years of the terms hereof. At the end of said
16 period, and at the end of every ten (10) year period thereafter,
17 the said rent shall be readjusted as provided hereinafter.

18 Such rent shall be readjusted by Lessee and County, in
19 accordance with standards of and for fair market value hereinafter
20 set forth, at some time not more than nine (9) months and not less
21 than six (6) months before the beginning of each such period. In
22 the event Lessee and County cannot agree upon the readjustment of
23 rent, the same shall be determined by a board of three (3) real
24 estate appraisers, one of whom shall be appointed by County, one
25 by Lessee, and the third by the two (2) appraisers so appointed.

26 If the rent has not been readjusted by mutual agreement
27 within the three-month period above prescribed, County shall give
28 to Lessee a written notice demanding submission of any unresolved
29 issues to said board of real estate appraisers and nominating the
30 person to act as real estate appraiser on behalf of County. With-
31 in fifteen (15) days from the service of such notice Lessee shall
32 appoint its real estate appraiser and notify County of such

1 appointment. If either party shall not have notified the other
2 in writing of the appointment of its real estate appraiser, the
3 Presiding Judge of the Superior Court of the State of California,
4 in and for the County of Los Angeles, shall, upon request of
5 either party, appoint the real estate appraiser for the party so
6 in default. If the two (2) real estate appraisers so chosen shall
7 be unable to agree upon the third real estate appraiser within ten
8 (10) days after the appointment of the second real estate appraiser,
9 the third real estate appraiser shall be appointed by the Presiding
10 Judge of said Superior Court upon request of either party. Any
11 vacancy on the board of real estate appraisers shall be filled by
12 the party who or which made the original appointment to the vacant
13 place. If not so filled within ten (10) days from the commencement
14 of said vacancy, the vacant position shall be filled by the said
15 Presiding Judge upon request of either party.

16 The Board of real estate appraisers shall, immediately
17 upon the appointment of its members, enter upon the discharge of
18 its duties and determine the amount of readjusted rent and notify
19 the parties thereof in writing within sixty (60) days after its
20 appointment. A majority of the real estate appraisers who agree
21 thereto may readjust such rent, such readjustment to be based upon
22 a determination of the fair market value of this lease, taking into
23 consideration the uses permitted thereunder and all of its terms,
24 conditions, and restrictions, franchise value, earning power, and
25 all of the factors and data relating to such value of leaseholds
26 under the laws of eminent domain in the State of California; also
27 provided that at all times during the term of this lease the total
28 of such rent shall be in such amount that the property hereby
29 demised shall produce at least its proportionate share of the
30 revenue required by Government Code Section 26360 and the revenue
31 required to meet the obligations of County under that certain
32 Revenue Bond Resolution of the County Board of Supervisors referred

1 to in Section 39; and, notwithstanding the renegotiation and
2 arbitration provisions of this Section 13, the minimum annual
3 rent under this lease shall never be less than \$4,000.00. In
4 the event said real estate appraisers fail to determine and
5 give notice of the amounts of readjusted rent within sixty (60)
6 days, a new board of real estate appraisers shall be appointed
7 in the manner hereinbefore prescribed.

8 If for any reason said readjusted rent shall not be
9 finally determined until after the beginning of any period for
10 which the same must be readjusted, Lessee shall continue to pay
11 rent at the former rate as a credit against the amount of the
12 readjusted rent when finally determined; provided, however, that
13 the amount fixed as the readjusted rent shall accrue from the
14 beginning of said period and proper adjustment shall be made for
15 payments made by Lessee at the former rates during said interim.
16 The costs and expenses of each of the two (2) real estate
17 appraisers appointed by the parties shall be borne by the party
18 so appointing. Costs and expenses of the third real estate
19 appraiser shall be equally divided between the parties.

20 14. MONTH TO MONTH TENANCY.

21 If Lessee holds over after the expiration of this lease
22 for any cause, such holding over shall be deemed to be a tenancy
23 from month to month only, at the same rent per month and upon
24 the same terms, conditions, restrictions and provisions as
25 herein contained.

26 Such holding over shall include any time employed by
27 Lessee to remove machines, appliances and other equipment during
28 the thirty-day period hereinafter provided for such removal.

29 15. DISPOSITION OF INSTALLATIONS OR IMPROVEMENTS.

30 The parties hereto mutually agree that all items of prop-
31 erty such as switchrack structures, switch gear, related equipment
32 and all items of the nature not permanently affixed to the land

1 and can be readily unbolted and removed from their foundations
2 which may at any time during the term of this lease be installed or
3 placed in or upon said demised premises by the Lessee shall be and
4 remain personal property. Such items shall remain the property of
5 Lessee and upon termination of this lease, whether by expiration of
6 the term hereof, cancellation for good cause, forfeiture, or other-
7 wise, shall, upon demand of County, or at the option of Lessee, be
8 removed by and at the expense of Lessee. Any structures or build-
9 ings, or any portion thereof, placed upon said demised premises by
10 Lessee in such a manner that they are permanently affixed to the
11 land shall be considered as improvements and upon the termination
12 of this lease by any of the circumstances enumerated hereinabove in
13 this paragraph, shall be the property of County. Nothing contained
14 herein shall be construed to deny or abrogate the right of Lessee
15 to receive any and all proceeds which are attributable to the
16 taking in eminent domain of business installations, improvements,
17 structures and buildings belonging to Lessee immediately prior to
18 the taking of possession by the condemning authority as said rights
19 are set forth in Section 36 of said lease.

20 However, in the event of termination or expiration of
21 this lease, the County may require the Lessee to remove, at the
22 sole cost and expense of Lessee, and not later than the termination
23 or expiration date, all works, structures and improvements of any
24 kind whatsoever placed or maintained on said premises, whether
25 below, on, or above the ground by Lessee or others, including, but
26 not limited to, concrete foundations, structures and buildings;
27 and Lessee shall, upon the expiration of this lease, immediately
28 restore, and quit, and peacefully surrender possession of, said
29 premises to County in at least as good and usable condition,
30 acceptable to the Director, as the same were in at the time of
31 first occupation thereof by Lessee or others, ordinary wear and
32 tear expected, and shall, in any event, leave the surface of the

1 ground in a level, graded condition, with no excavations, holes,
2 hollows, hills or humps. Should Lessee fail to so remove said
3 structures, buildings and improvements and restore said premises,
4 County may sell, remove or demolish the same, in event of which
5 sale, removal or demolition Lessee shall reimburse County for any
6 cost or expense thereof in excess of any consideration received by
7 County as a result of such sale, removal or demolition.

8 16. PLACE OF PAYMENT AND FILING.

9 All rent shall be paid to and all statements and reports
10 herein required shall be filed with Department. Checks, drafts and
11 money orders shall be made payable to the County of Los Angeles.

12 17. DEFAULT AND CANCELLATION.

13 The following events are deemed to be "events of de-
14 fault:"

15 (a) The failure of Lessee to pay the rent due
16 or make any other payments required hereunder within
17 ten (10) days after written notice from County that
18 said payments are delinquent.

19 (b) The failure of Lessee to keep, perform and
20 observe any and all promises, covenants, conditions
21 and agreements set forth in this lease on its part to
22 be so kept, performed or observed within thirty (30)
23 days after wirtten notice of breach thereof from
24 County, provided, however, that where fulfillment of
25 any such promises, covenants, conditions or agreements
26 requires activity over a period of time and Lessee shall
27 have commenced to perform whatever may be required to
28 cure the particular breach within thirty (30) days
29 after receipt of the aforesaid thirty (30) days' notice
30 and continues such performance diligently, an "event of
31 default" shall not occur so long as Lessee diligently
32 pursues the performance of whatever may be required to

1 cure the breach.

2 (c) The abandonment, vacation or discontinuance
3 of its use of the demised premises for a period of
4 thirty (30) days at any one time after written notice
5 from County calling attention to such abandonment,
6 except when prevented by fire, earthquake, strikes or
7 other calamity beyond its control.

8 Lessee shall not be considered in default as to any
9 provisions of this lease when such default is the result of or
10 pursuant to, any process, order or decree of any court or regula-
11 tory body of competent jurisdiction.

12 18. SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICIARIES,
13 MORTGAGEES AND SUCCESSORS.

14 The parties agree that the term "sublease" as used in
15 this paragraph shall include any license, permit, concession,
16 assignment or transfer of any interest in or to said property by
17 Lessee, and the term "sublessee" shall include any licensee,
18 permittee, concessionaire, assignee or transferee of or from
19 Lessee. Lessee does hereby promise and agree to not sublease,
20 assign or otherwise transfer any interest in or to the property
21 covered by this lease without first having obtained written per-
22 mission from County to do so.

23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /
31 /
32 /

1 19. LIENS.

2 At least ten (10) days prior to commencement of con-
3 struction, Lessee shall furnish County with written notice of
4 intention to commence construction so that County may post upon
5 premises hereby demised a notice of non-responsibility.

6 20. WAIVER OF CONDITIONS OR COVENANTS.

7 Any waiver by County of any breach of any one or more
8 of the covenants, conditions, terms and agreements of this
9 lease shall not be construed to be a waiver of any subsequent
10 or other breach of the same or of any other covenant, condition,
11 term or agreement of this lease, nor shall failure on the part
12 of County to require exact full and complete compliance with any
13 of the covenants, conditions, terms or agreements of this lease
14 be construed as in any manner changing the terms hereof or
15 estopping County from enforcing the full provisions hereof, nor
16 shall the terms of this lease be changed or altered in any
17 manner whatsoever other than by written agreement of County and
18 Lessee. No delay, failure, or omission of County to re-enter
19 the demised premises or to exercise any right, power, privilege
20 or option, arising from any default, nor any subsequent acceptance
21 of rent then or thereafter accrued shall impair any such right,
22 power, privilege or option or to be construed as a waiver of or
23 acquiescence in such default or as a relinquishment of any right.
24 (No notice to Lessee shall be required to restore or revive
25 "time of the essence" after the waiver by County of any default.)
26 No option, right, power, remedy, or privilege of County shall
27 be construed as being exhausted by the exercise thereof in one
28 or more instances.

29 The rights, powers, options and remedies given County
30 by this agreement shall be cumulative.

31 21. PROPERTY INSURANCE.

32 Throughout the term of this lease and during Lessee's

1 occupancy of the demised premises, Lessee, at its own cost and
2 expense, shall insure against loss of or damage to all buildings,
3 structures, equipment and improvements thereon, resulting from
4 fire, lightening, vandalism, malicious mischief, and those risks
5 ordinarily defined in "extended coverage."

6 Such insurance shall be in an amount equal to 90% of the
7 full replacement value of said buildings, structures, equipment
8 and improvements, and shall be placed and maintained with such
9 insurance company or companies and in such form as shall be
10 satisfactory to County.

11 All such insurance policies, along with their endorse-
12 ments, shall name County as an insured; upon the occurrence of
13 any loss the proceeds of such insurance shall be held by County
14 in trust for the named insureds as their interests appear. In
15 the event of such loss Lessee shall be obligated to rebuild or
16 replace the destroyed or damaged buildings, structures, equipment
17 and improvements to the full satisfaction of County. Said obli-
18 gation to rebuild or replace is not dependent upon the existence
19 of insurance. County shall reimburse Lessee for said rebuilding
20 or replacement out of and to the full extent of the proceeds of
21 said insurance as payments are required for said purposes. Any
22 surplus or proceeds after said rebuilding or replacement shall
23 be distributed to the named insureds as their interests appear.

24 Duplicate policy or policies evidencing such insurance
25 coverage, in such form as shall be acceptable to County, shall
26 be filed with Director prior to the commencement of construction
27 of such improvements, and such policy or policies shall provide
28 that such insurance coverage will not be cancelled or reduced
29 without at least thirty (30) days prior written notice to
30 Director. At least thirty (30) days prior to the expiration of
31 any such policy, a certificate showing that such insurance coverage
32 has been renewed shall be filed with Director.

1 22. INDEMNITY CLAUSE AND CASUALTY INSURANCE.

2 Lessee shall at all times relieve, indemnify, protect
3 and save harmless County and its Boards, officers, agents, and
4 employees from any and all claims and liability, including
5 expenses incurred in defending against the same, for the death
6 of or injury to persons or damage to property, including property
7 owned or controlled by or in the possession of County, any of
8 its officers, agents or employees, that may in whole or in
9 part arise from or be caused by (a) the operation, maintenance,
10 use or occupation of the herein demised premises by Lessee, (b)
11 the acts, omissions or negligence of Lessee, its agents, officers,
12 employees or permittees, or (c) the failure of Lessee to observe
13 and abide by any of the terms or conditions of this lease or
14 any applicable law, ordinance, rule or regulation; the obligation
15 of Lessee to so relieve, indemnify, protect and save harmless
16 County, and each of its Boards, officers, and employees, shall
17 continue during any periods of occupancy or of holding over by
18 Lessee, its agents, officers, employees or permittees, beyond
19 the expiration or other termination of this lease.

20 Lessee shall maintain in full force and effect during
21 the term of this lease, comprehensive general liability insurance
22 with bodily injury and property damage liability limits of not
23 less than One Hundred Thousand Dollars (\$100,000) per person and
24 Three Hundred Thousand Dollars (\$300,000) per occurrence of death
25 or bodily injury and Fifty Thousand Dollars (\$50,000) per
26 occurrence of property damage; and Lessee agrees that County,
27 its Board of Supervisors and members thereof, and County's and
28 Board's officers, agents and employees, shall be named as
29 additional insureds under such liability insurance policy or
30 policies.

31 A duplicate policy evidencing such insurance coverage
32 shall be filed with Director within ten (10) days of the execution

1 of this lease by County and prior to any entry upon the premises
2 herein demised, and said policy shall provide that such insurance
3 coverage shall not be cancelled or reduced without at least
4 thirty (30) days prior written notice to Director. At least
5 thirty (30) days prior to the expiration of any such policy, a
6 policy showing that such insurance coverage has been renewed or
7 extended shall be filed with Director.

8 The amounts of casualty insurance by this Section required
9 shall be subject to renegotiation at the same time and in the
10 same manner as the amounts of rent hereunder.

11 23. WORKMAN'S COMPENSATION INSURANCE.

12 Lessee shall maintain in force during the term of this
13 lease, in an amount and with coverage satisfactory to Director,
14 Workman's Compensation Insurance. A certificate evidencing such
15 insurance coverage shall be filed with Director prior to entry
16 upon the premises herein demised.

17 24. FAILURE TO PROCURE INSURANCE.

18 In case of failure on the part of Lessee to procure or
19 renew the herein required insurance, County may, at its discretion,
20 procure or renew such insurance and pay any and all premiums in
21 connection therewith and all monies so paid by County shall be
22 repaid, by Lessee, to County upon demand.

23 25. TAXES AND ASSESSMENTS.

24 Lessee agrees to pay before delinquency all lawful taxes,
25 assessments, fees or charges which at any time may be levied by
26 the State, County or any tax or assessment levying body upon any
27 interest in this lease or any possessory right which Lessee may
28 have in or to the premises covered hereby or to the improvements
29 thereon by reason of its use or occupancy thereof or otherwise,
30 as well as all taxes, assessments, fees and charges on goods,
31 merchandise, fixtures, appliances, equipment and property owned
32 by it in, on or about said premises.

1 26. ENTRY BY COUNTY.

2 County and its duly authorized representatives or agents
3 may enter upon said demised premises at any and all reasonable
4 times during the term of this lease for the purpose of determining
5 whether or not Lessee is complying with the terms and conditions
6 hereof, or for any other purpose incidental to the rights of
7 County.

8 27. RIGHT OF ENTRY AS AGENT.

9 In any and all cases in which provision is made herein
10 for termination of this lease, or for exercise by County of
11 right of entry or re-entry upon the demised premises, or in case
12 of abandonment or vacation of the premises by Lessee, Lessee
13 hereby irrevocably appoints County the agent of Lessee to enter
14 upon the demised premises and remove any and all persons and
15 property whatsoever situated upon the demised premises and place
16 all or any portion of said property, except such property as may
17 be forfeited to County, in storage for the account of and at
18 the expense of Lessee.

19 In such case County may relet the premises upon such
20 terms as County may deem fit, and if sufficient sum shall not be
21 thus realized, after paying the expenses of such reletting and
22 collecting, to satisfy the rent and other sums herein reserved
23 to be paid, Lessee agrees to pay any deficiency, and to pay the
24 expenses of such reletting and collecting.

25 Lessee hereby exempts and agrees to save harmless County
26 from any cost, loss or damage arising out of or caused by any
27 such entry or re-entry upon the demised premises and the removal
28 of persons and property and storage of such property by County
29 and its agents.

30 28. MAINTENANCE OF PREMISES.

31 Lessee shall give prompt notice to County of any fire
32 or damage that may occur from any cause whatsoever. Lessee shall,

1 to the satisfaction of Director, keep and maintain the leased
2 premises and all improvements of any kind which may be erected,
3 installed or made thereon by Lessee in good and substantial
4 repair and condition, including painting, and shall make all
5 necessary repairs and alterations thereto.

6 County shall not at any time be required to make any
7 improvements or repairs whatsoever except that County may at
8 its sole discretion do any necessary dredging, filling, grading,
9 slope protecting, construction of sea walls, or repair of water
10 system, sewer facilities, roads, or other County facilities in
11 order to protect the leased premises or the adjoining premises.

12 Lessee expressly agrees to maintain the leasehold in a
13 safe, clean, wholesome and sanitary condition, to the complete
14 satisfaction of Director and in compliance with all applicable
15 laws. Lessee further agrees to provide proper containers for
16 trash and garbage and to keep the demised premises, both land
17 and water areas thereof, free and clear of rubbish and litter.
18 County shall have the right to enter upon and inspect the said
19 premises at any time for cleanliness and safety.

20 29. REPAIRS BY COUNTY.

21 Lessee shall from time to time make any and all necessary
22 repairs to or replacement of any equipment, structure, structures,
23 or other physical improvements, upon the demised premises, in
24 order to comply with any and all regulations, laws or ordinances
25 of the State of California, County of Los Angeles or other
26 governmental body, which may be applicable.

27 If Lessee fails to make any such repairs or replacements
28 as required, County may notify Lessee of said default in writing,
29 and should Lessee fail to cure said default and make said repairs
30 or replacements within a reasonable time as established by
31 County, County may make such repairs or replacements and the cost
32 thereof, including, but not limited to, the cost of labor,

1 materials and equipment, shall be charged against Lessee and
2 shall become a part of the rental for the period next following
3 the period of default, or the same may be prorated over a period
4 of time to be determined by the County.

5 30. SPECIAL SERVICES.

6 In addition to the rent as herein provided, Lessee shall
7 pay all service charges for furnishing water, power, sewage
8 disposal, light, telephone service, garbage and trash collection
9 and all other utilities, to said premises.

10 31. SIGNS, AWNINGS, UTILITY LINES, AERIALS, AND
11 ANTENNAE.

12 No signs or awnings shall be erected or maintained upon
13 the demised premises (other than inside any buildings constructed
14 by Lessee or sublessee), except such signs as show the business
15 or profession of Lessee or sublessee. All such signs must be
16 approved by Director. All utility lines, and specifically the
17 ones for the utilities mentioned in Section 6, shall be under-
18 ground, except as approved by Director. Aerials and antennae shall
19 conform to the minimum standards of construction and architectural
20 treatment mentioned in Section 5.

21 32. HAZARDOUS SUBSTANCES.

22 No goods, merchandise, or material shall be kept, stored
23 or sold in or on said demised premises which are in any way
24 explosive or hazardous; and no offensive or dangerous trade,
25 business or occupation shall be carried on therein or thereon,
26 and nothing shall be done on said premises, which will cause an
27 increase in the rate of or cause a suspension or cancellation of
28 the insurance upon said or other premises and the improvements
29 thereon.

30 No machinery or apparatus shall be used or operated on
31 said leased premises which will in any way injure said premises
32 or improvements thereon, or adjacent or other premises, or

1 improvements thereon; provided, however, that nothing in this
2 Section 33 shall preclude Lessee from bringing, keeping or using
3 on or about said premises such materials, supplies, equipment
4 and machinery as are appropriate or customary in carrying on its
5 said business, or from carrying on its business in all usual
6 respects.

7 Open flame welding or burning, gasoline or other fuel
8 storage is expressly prohibited without prior written consent
9 of Director.

10 33. NUISANCE.

11 Lessee shall not permit the property hereby demised to
12 be used for any unlawful purpose and shall not perform, permit
13 or suffer any act of omission or commission upon or about said
14 property or any buildings or construction thereon which would
15 result in a nuisance or a violation of the laws and ordinances
16 of the United States, State of California, or the County of Los
17 Angeles, as the same may be now or hereafter in force and effect.

18 34. RULES AND REGULATIONS.

19 Lessee shall abide by all applicable rules, regulations,
20 resolutions, ordinances, statutes of the County of Los Angeles,
21 the State of California or other governmental body, where appli-
22 cable, respecting the use, operation, maintenance, or repair or
23 improvement of the leased premises and equipment, and shall pay
24 for any and all licenses required in connection with the use,
25 operation, maintenance, repair or improvement of the leased
26 premises.

27 35. RESERVATIONS.

28 Lessee expressly agrees that this lease and all rights
29 hereunder shall be subject to all prior exceptions, reservations,
30 leases, licenses, easements, and right-of-way of record now
31 existing in, to, over or affecting the leased premises for any
32 purpose whatsoever.

1 Lessee expressly agrees that this lease and all rights
2 hereunder shall be subject to conditions, covenants, restrictions,
3 rights-of-way and easements as shown on Los Angeles County
4 Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclu-
5 sive of Assessor's Maps, in the office of the Recorder of the
6 County of Los Angeles, including but not limited to the right
7 of the County of Los Angeles to install, construct, maintain,
8 service and operate sanitary sewers, fire access roads, storm
9 drains, drainage facilities, electric power lines, telephone
10 lines and access and harbor utility easements, together with the
11 right of the County to convey such easements and transfer such
12 rights to others.

13 36. EMINENT DOMAIN.

14 If the whole or any substantial part of the premises
15 hereby leased shall be taken by any paramount public authority
16 under the power of eminent domain then the term of this lease
17 shall cease as to the part so taken from the day the possession
18 of that part shall be taken for any public purpose, and from
19 that day Lessee shall have the right to either cancel this lease
20 or to continue in the possession of the remainder of the premises
21 under the term herein provided, except that the square foot
22 rental shall be reduced in proportion to the amount of the
23 premises taken.

24 All damages awarded for such taking shall belong to and
25 be the property of County; provided, however, that County shall
26 not be entitled to any portion of the award made for loss of
27 business installation or structures, buildings, or other improve-
28 ments belonging to Lessee immediately prior to the taking
29 possession by the condemning authority.

30 37. FREE USE OF FACILITIES.

31 There shall be no free use of services or facilities
32 provided on or from said premises which would in any way violate

1 Section 506 of the Bond Resolution incorporated by reference in
2 this agreement.

3 38. QUIET ENJOYMENT.

4 Lessee, upon performing its obligations hereunder, shall
5 have the quiet and undisturbed possession of the demised premises
6 throughout the term of this lease.

7 39. BOND RESOLUTION.

8 Reference is hereby made to Chapter 14, Part 2, Division
9 2, Title 3, of the Government Code of the State of California,
10 sometimes referred to as the Act, and to that certain resolution
11 of the Board authorizing and providing for the issuance of
12 \$13,000,000 of Marina del Rey Revenue Bonds of 1959 of said County
13 and providing the terms and conditions for the issuance of said
14 bonds as adopted by said Board on September 8, 1959, and as
15 amended thereafter, which are hereby incorporated by reference
16 in full as part of this agreement.

17 40. TIME.

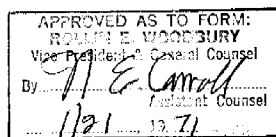
18 Time is of the essence of this lease and applies to all
19 time, restrictions, conditions and limitations contained herein;
20 this lease shall bind Lessee and its sublessees, assigns, successors,
21 heirs, administrators or legal representatives, as the case may be.

22 41. LESSEE'S WAIVER.

23 Lessee hereby acknowledges that he has been advised that
24 the demised premises may consist of hydraulic dredge fill or other
25 fill materials placed over low-lying, marshy ground originally
26 devoted to marginal uses including, but not necessarily limited to,
27 agriculture, oil refineries, trash dumps and low production oil
28 wells. Lessee accepts the premises in their present condition
29 notwithstanding the fact that there may be certain defects in the
30 premises which may not be actually known to either party at the
31 time of the execution of this lease and Lessee hereby acknowledges
32 that he is familiar with the contents of any and all maps,

1 engineering plans and soil reports on file in the Department of
2 Small Craft Harbors of County and relating to the premises hereby
3 leased and has been afforded an opportunity of examining same.
4 Lessee acknowledges that the condition of the land may cause addi-
5 tional engineering and construction costs above and beyond those
6 contemplated by either party to this lease at the time of the
7 execution thereof and Lessee agrees that it will make no demands
8 upon County for any construction, alterations or any kind of labor
9 that may be necessitated by said conditions or any one of them. In
10 addition, Lessee hereby waives, withdraws, releases and relin-
11 quishes any and all claims, suits, causes of action, rights of
12 rescission, or charges against County, its officers, agents or
13 employees which Lessee now has or may have or asserts in the
14 future which are based upon any defects in the physical condition
15 of the demised premises and the soil thereon and thereunder,
16 regardless of whether or not said conditions were known at the
17 time of the execution of this instrument.

18 IN WITNESS WHEREOF, County has, by order of its Board of
19 Supervisors, caused this lease to be subscribed by the Chairman of
20 said Board and attested by the Executive Officer-Clerk thereof, and
21 the Lessee has executed the same the day and year first hereinabove
22 written.



SOUTHERN CALIFORNIA EDISON COMPANY

24 By

[Signature]
VICE PRESIDENT

25 By

[Signature]
ASSISTANT SECRETARY

26 ATTEST:

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

THE COUNTY OF LOS ANGELES

29 By

[Signature]
Deputy

By

[Signature]
Chairman, Board of Supervisors

31 APPROVED AS TO FORM:

32 JOHN D. MAHARG, County Counsel

By

[Signature]
Deputy

STATE OF CALIFORNIA

County of Los Angeles

ss

On this 2nd day of February, A.D., 19 71, 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

WARREN M. DORN

, 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 *James S. Mize*

Deputy

GS 114 REV / 8 / 68

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss.

On JAN 22 1971, before me, a Notary Public in and for said State, personally appeared J. B. MOORE

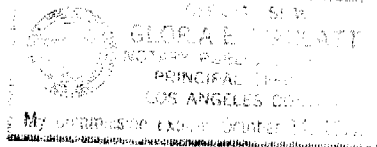
, known to me to be VICE President, and ERNEST BOTENSTEN

, known to me to be ASSISTANT Secretary, of SOUTHERN CALIFORNIA EDISON COMPANY

, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Glenn E. Harrell



LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 200

Parcel 807, 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, and that portion of Parcel 806, in said County, as shown on said map, within the following described boundaries:

Beginning at the westerly corner of said Parcel 806, said westerly corner being a point in that certain 1540 foot radius curve in the northwesterly boundary of said last mentioned parcel, a radial of said curve to said point bears South 41°10'22" East; thence northeasterly along said curve through a central angle of 4°41'16" a distance of 126.00 feet; thence South 45°51'38" East along a prolonged radial of said curve 4.00 feet; thence North 84°21'35" East 55.88 feet; thence South 37°50'41" East 70.46 feet to a point in the southeasterly line of said last mentioned parcel distant North 62°01'26" East thereon 175.81 feet from the southerly corner of said last mentioned parcel; thence South 62°01'26" West along said southeasterly line 175.81 feet to said southerly corner; thence North 37°49'47" West along the southwesterly line of said last mentioned parcel a distance of 61.60 feet to the point of beginning.

Together with a right of way for overhead power line purposes in and across a portion of the southeasterly 15 feet of said Parcel 806, which extends from the northeasterly boundary of above described parcel of land, northeasterly to the southwesterly line of the northeasterly 10 feet of said Parcel 806.

Reserving and excepting unto the County of Los Angeles a right of way for ingress and egress over that portion of above described parcel of land, within the following described boundaries:

Beginning at the westerly corner of said Parcel 806; thence northeasterly along the northwesterly boundary of said last mentioned parcel a distance of 126.00 feet to the northeasterly boundary of above described parcel of land; thence South 45°51'38" East along said northeasterly boundary 4.00 feet to the westerly terminus of the northerly line of above described parcel of land; thence North 84°21'35" East along said northerly line 55.88 feet to the easterly terminus of said northerly line; thence South 56°36'52" West 46.10 feet; thence South 54°27'00" West 79.46 feet; thence South 53°15'30" West 39.93 feet; thence South 87°53'00" West 9.73 feet to a point in the southwesterly line of said Parcel 806 distant South 37°49'47" East thereon 8.08 feet from said westerly corner; thence North 37°49'47" West along said southwesterly line 8.08 feet to the point of beginning.

DESCRIPTION APPROVED

JUN 17 1970

JOHN A. LAMBIE
County Engineer

By Edgar J. J. J. Deputy

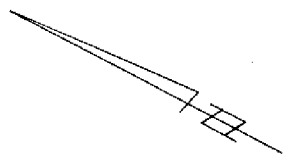
001 LINCOLN

BV. 001

80
TAN

L.A.C.A. MAP NO. 88

A. M. B. 1 - 53 - 70



A horizontal scale bar with alternating black and white segments. It is labeled '0' at the left end, '40' in the middle, and '80' at the right end. The word 'FEET' is centered above the bar, and 'SCALE' is centered below it.

MARINA DEL REY

— — BOUNDARY OF LEASE PARCEL 200

JUNE 1970

AREA : 25,745^{sq}' = 0.592 AC.

80
F111

ADMIRALTY
WAY

902