

1769451

AMENDMENT NO. 1 TO LEASE NO. 17694
Parcel No. 200 - Marina del Rey

THIS AMENDMENT TO LEASE is made and entered into this
4th day of January, 1992 (the "Effective Date"),

BY AND BETWEEN

COUNTY OF LOS ANGELES
hereafter referred to as
"COUNTY",

AND

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation, hereafter referred
to as "LESSEE."

W I T N E S S E T H:

WHEREAS, Lessee and County entered into Lease No. 17694 (the "Lease") under the terms of which County leased 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 200, which leasehold premises are more particularly and legally described in Exhibit "A" (the "Premises") attached to and incorporated in the Lease; and

WHEREAS, section 13 (General Rent Renegotiation and Arbitration) of the Lease requires the annual ground rent for the Premises to be adjusted to fair rental value for the 10 year period of the remaining lease term commencing February 1, 1992; and

WHEREAS, section 22 (Indemnity Clause and Casualty Insurance) of the Lease requires the liability insurance limits to be adjusted for the same period of time; and

WHEREAS, the parties hereto have reached an agreement with respect to these amounts.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the parties, and each of them agree that the Lease is hereby amended as follows:

1. Past Due Rent.

(a) On the date set forth in subsection (b) below, Lessee shall pay to County the difference (the "Retroactive Rent") between: (i) an annual rent of \$64,800 per year; and (ii) sums actually paid to County prior to the Effective Date as annual rent for the period from February 1, 1992, through the Effective Date pursuant to Section 11 of the Lease. Lessee acknowledges and agrees that the Retroactive Rent due from Lessee to County for the period is \$113,400.

(b) The Retroactive Rent shall be due and payable to County within 10 days after the Effective Date.

2. Current Rent.

(a) Commencing on the Effective Date, section 11 of the Lease is amended to read as follows:

"Lessee shall pay to County an annual rent which shall be due and payable in advance on the first day of each year. The aforesaid annual rent for the whole of the premises herein demised shall be the sum of Sixty-Four Thousand Eight Hundred and 00/100 (\$64,800.00).

3. Liability Insurance. Commencing as of the Effective Date the liability insurance limit shall be no less than a combined single limit of \$1,000,000 and \$3,000,000 aggregate coverage.

4. Miscellaneous. Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges their respective obligations under the Lease as amended hereby.

"LESSEE":

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: *John L. Wood*

COUNTY OF LOS ANGELES

By: *Yvonne Southworth*
Chairman, Board of Supervisors

ATTEST:

_____, Executive
Officer-Clerk of the
Board of Supervisors

ATTEST: LARRY J. MONTEILH
EXECUTIVE OFFICER —
CLERK OF THE BOARD OF SUPERVISORS

By: *Larry J. Montelh* Deputy



APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By: *Robert W. Rodolf*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

09

JAN 04 1994

1:Amdmt-#1.MDR
9/27/93

Larry J. Montelh
LARRY J. MONTEILH
EXECUTIVE OFFICER

RECORDING REQUESTED
BY AND WHEN RECORDED
RETURN TO:

Director
Los Angeles County
Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, CA 90292

MEMORANDUM OF LEASE AMENDMENT NO. 1 TO LEASE NO. 17694 -
PARCEL 200 - MARINA DEL REY

This Memorandum of Lease Amendment ("Memorandum") is made as of January 4, 1993⁴, by the County of Los Angeles ("County") and Southern California Edison Company, a corporation ("Edison") who agree as follows:

1. County and Edison are parties under that certain Lease No. 17694, by and between the County, as lessor, and Edison, as lessee, ("Lease").

2. The Lease affects the property described in Exhibit A to the Amended Lease as Parcel 200, Marina del Rey, Los Angeles County, California ("Premises").

3. The Lease has been further modified by an unrecorded lease amendment executed by the parties on January 4, 1993⁴ ("First Amendment").

4. The First Amendment modifies the Lease by changing the ground rent and liability insurance limits.

5. This Memorandum is not intended to change any terms of the Lease, as amended by the First Amendment, and therefore, any inconsistency between the two documents shall be resolved by

recognizing the Lease, as amended by the First Amendment, as the prevailing document.

ATTEST: LARRY J. MONTEILM
EXECUTIVE OFFICER —
CLERK OF THE BOARD OF SUPERVISORS

By *Supriya J. Kulkarni*, Deputy



COUNTY OF LOS ANGELES

Thomas Brettwitte
Chairman, Board of Supervisors

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By *John L. Wood*

APPROVED AS TO FORM
DE WITT W. CLINTON, County Counsel
By *Robert W. Rodolf*
Deputy

CERTIFICATE OF EXECUTIVE OFFICER-CLERK

On this 4th day of January, 1993⁴, pursuant to Section 25103 of the Government Code, the undersigned Executive Officer-Clerk of the Board of Supervisors, certifies that on this date a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.



Larry J. Monteilh
Executive Officer-Clerk
of the Board of Supervisors

By: *Seferio J. Villalobos*
Deputy

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

On this _____ day of _____, 1993, before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public in and for the
State of California

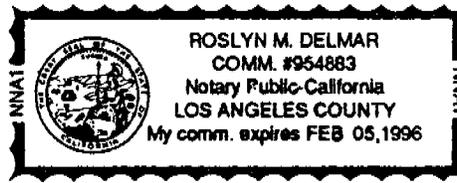
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On this 2nd day of November, 1993, before me, Roslyn M. Delmar personally appeared Dale L. Woodward, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Roslyn M. Delmar
Notary Public in and for the
State of California



1:MemLeas1.MDR