

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made this 26th day of February, 1962, by and between the County of Los Angeles, hereinafter referred to as "County" and ~~Union Oil Company of California, a corporation, 461 South Boylston Street, Los Angeles, California,~~

hereinafter referred to as "Lessee" WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the ~~twenty-first~~ day of July, 1961, entered into a lease of premises, commonly referred to as Parcel No ~~One (1)~~ 61,250 Marina del Rey, consisting of a total of 61,250 square feet and situated in the Marina del Rey Small Craft Harbor of the County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein, and;

WHEREAS, Section 13 of the said lease provides for the manner of payment of square foot and holding rentals, and;

WHEREAS, the Board of Supervisors, on the 19th day of December, 1961, adopted a resolution authorizing an amendment to the provisions of the said lease with respect to the said holding rentals;

NOW, THEREFORE, in consideration of the mutual promises and covenants of each of the parties hereto, it is hereby agreed as follows:

1. Paragraph 5 of Section 13 of the said lease is hereby amended to read as follows:

APPROVED BY BOARD OF SUPERVISORS

DEC 19 1961

 Gordon T. Nesvig
Clerk of the Board

Prior to the start of square foot rental payments as in this section above provided for, Lessee shall pay to County each month in advance a "holding rental" consisting of one-third of the contemplated total monthly installment of square foot rental. In the event of the start of proportionate square foot rentals under a program of progressive completion, as in this section above provided for, the "holding rental" shall be abated for that portion of the completed improvements and adjoining area thus made subject to square foot rental.

The "holding rental" shall commence on the first day of the month following notice to the Lessee by Director that the premises are available for occupancy. Premises shall be considered available for occupancy notwithstanding that roads may not be surfaced or that utilities may not be available to the parcel.

If Director finds that Lessee has completed his improvement and construction but cannot utilize it due to failure of the County to complete roadways, water access, or utility lines, Director shall order the abatement of all rental payments ~~under~~^{until} water access, roadways, and utility lines are provided, which in the opinion of the Director are available for the operation of the Lessee's functions.

2. This Amendment to Lease is not retroactive and does not abate any holding rental which has accrued prior to the 19th day of December, 1961.
3. All other terms and conditions and covenants of the said lease are to remain unchanged.

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

Dated February 26, 1962.

By [Signature]
Director of Marketing

By [Signature]
Assistant Secretary

(CORPORATE SEAL)

By _____
President
Secretary

CORDON T. NESYIG
Clerk of the Board of Supervisors

THE COUNTY OF LOS ANGELES

By [Signature]
Deputy

By WARREN M. DORN
Chairman of its Board of Supervisors **PRO TEM.**

(SEAL)

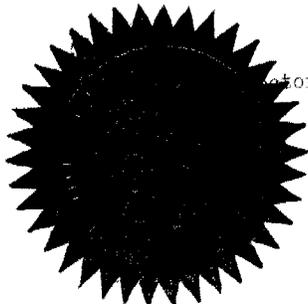
APPROVED AS TO FORM:

HAROLD W. KENNEDY
County Counsel

By [Signature]
Deputy

STATE OF CALIFORNIA,
County of Los Angeles

} ss.



ON February 8, 19 62, before me,
the undersigned, a Notary Public in and for said County and State, personally appeared
E. Rathbone known to me to be the
Director of Marketing, and E. W. Cairns known to me
to be the Assistant Secretary of Union Oil Company of California

the Corporation that executed the within Instrument, known to me to be the persons who
executed the within Instrument, on behalf of the Corporation herein named, and acknowledged
to me that such Corporation executed the within Instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal. Ana Irene Carnal

NAME (TYPED OR PRINTED)
Ana Irene Carnal
Notary Public in and for said County and State.

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 1

Parcel A:

All that real property in the County of Los Angeles, State of California, shown as Parcels 1, 2 and 3 on the map attached to and recorded with the Resolution and Notice of Intention to Lease County Real Property for Harbor Purposes, adopted by the Board of Supervisors, of said county, a certified copy of which was recorded as Document No. 3909, on January 12, 1961, in Book M 684, pages 211 to 333 inclusive, of Official Records, in the office of the Recorder of said county.

Together with an easement for ingress and egress to be used in common with others over the following described parcels of land:

Parcel B:

That portion of Parcel 5, of above mentioned map, within a strip of land 15 feet wide, the southerly line of which is described as follows:

Beginning at the southerly terminus of that certain course shown as having a bearing and length of North 131.94 feet in the westerly boundary of above mentioned Parcel 1; thence West at right angles to said certain course 96.19 feet.

Parcel C:

Those portions of Parcels 5, 8 and 22, of above mentioned map, within a strip of land 30 feet wide, lying 15 feet on each side of the following described center line:

Beginning at the southwesterly corner of above described Parcel B, said corner being the beginning of a curve concave to the south, tangent to the southerly line of said Parcel B and having a radius of 100 feet; thence westerly along said curve 58.32 feet to the beginning of a reverse curve concave to the north, having a radius of 100 feet and tangent to a line parallel with and 15 feet southerly, measured at right angles, from the most northerly line in the southerly boundary of said Parcel 8; thence westerly along said reverse curve 58.32 feet to said parallel line; thence West along said parallel line 1442.39 feet to the southwesterly line of said Parcel 22.

The side lines of said 30 foot strip of land shall be prolonged or shortened at the end thereof so as to terminate in said southwesterly line.

Parcel D:

That portion of above mentioned Parcel 22, within the following described boundaries:

Beginning at the intersection of the southerly boundary of above described Parcel C, with the southwesterly line of said Parcel 22; thence southeasterly along said southwesterly line to the beginning of a curve concave to the southeast, having a radius of 25 feet, tangent to said southwesterly line and tangent to said southerly boundary; thence northeasterly along said curve to said southerly boundary; thence westerly along said southerly boundary to the point of beginning.

Parcel E:

That portion of above mentioned Parcel 22, within the following described boundaries:

Beginning at the intersection of the northerly boundary of above described Parcel C, with the southwesterly line of said Parcel 22; thence northwesterly along said southwesterly line to the beginning of a curve concave to the northeast, having a radius of 15 feet, tangent to said southwesterly line and tangent to said northerly boundary; thence southeasterly along said curve to said northerly boundary; thence westerly along said northerly boundary to the point of beginning.

DESCRIPTION APPROVED

MAR 16 1961

JOHN A. LAMBIE

County Engineer

BY *Samuel M. Lambie* DEPUTY

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BY *[Signature]* DEPUTY