

**AMENDMENT NO. 13 TO LEASE NO. 10200  
PARCEL NO. 132S – MARINA DEL REY  
(LEASE NO. 10200)**

THIS AMENDMENT TO LEASE (“**Amendment No. 13**” or “**Amendment**”) is made and entered into this 12<sup>th</sup> day of July, 2022 (the “**Effective Date**”).

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES,  
herein referred to as “County,”**

**AND**

**LAACO, Ltd., a California limited  
partnership, hereinafter referred to as  
“Lessee.”**

**RECITALS:**

WHEREAS, County and Lessee’s predecessor-in-interest entered into Lease No. 10200, dated November 2, 1965, as amended, under the terms of which County leased to Lessee 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 132S, which leasehold premises (the “**Premises**”) are more particularly described in **Exhibit “A”** attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the “**Lease**”).

WHEREAS, County and Lessee desire to enter into this Amendment No. 13 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.
2. **Extension of Term.** Pursuant to Section 2 of the Lease, the Term is set to expire on July 31, 2022. County and Lessee hereby agree to extend the Term for an additional three (3) years (the “**Extension**”), so that the Term will now hereby expire on July 31, 2025. For the avoidance of doubt, said extension will not result in an extension of the Term beyond the ninety-nine (99) year limit imposed by California Government Code Section 37396(a). Notwithstanding the foregoing, nothing in this Section 2 or in this Amendment shall be construed to obligate the County to further extend the Lease.

3. **Additional Extensions.** The Director of the Department of Beaches and Harbors (the “Department”) of the County (“Director”) may, in Director’s reasonable discretion, extend the Term for up to two (2) additional one (1) year periods upon receipt of written notice from Lessee at least ninety (90) days prior to the expiration of the then Term.

4. **Covenants Of Lessee.** Lessee hereby covenants and agrees that Lessee shall:

4.1 **Promenade.** Lessee hereby agrees to develop a proposal (the “**Promenade Proposal**”) for the promenade (the “**Promenade**”) which shall include opening the Promenade to the public from the promenade portion of Parcel 134 to the promenade portion of Parcel 130 (the “**Promenade Project**”). Lessee will provide to County not less than quarterly status updates describing the status of such efforts. Upon receipt of each of Lessee’s quarterly status updates, Lessee agrees to meet and confer with the County so that the County will have an opportunity to provide input and recommendations. On or before six (6) months from the Effective Date, Lessee shall present to County the scope and design of the Promenade Project, which shall be subject to the Director’s reasonable approval. As reasonably necessary to evaluate the feasibility of Lessee’s proposal, County shall have the right to retain its own consultants. Lessee agrees to reimburse County for the reasonable out-of-pocket costs incurred by County for such consultants. Lessee shall complete the Promenade Project within twenty-four (24) months from the Effective Date. Lessee shall be solely responsible for all costs and expenses incurred in connection with the Promenade Project;

4.2 **Barbed Wire.** Upon the Effective Date, all barbed wire shall be removed along the Premises borders;

4.3 **Community Partnerships.** During the Term, Lessee shall implement the components and items enumerated in the California Yacht Club Community Partnerships Proposal, as more particularly described in “**Exhibit B,**” attached and incorporated herein.

4.4 **Youth-serving Programming.** Allow the use of Lessee’s facilities by a County youth-serving water program, such as the Department’s Water Awareness, Training, Education, and Recreation (WATER) program, or a similar program provided by another organization (such as, e.g., the Boys and Girls Club, etc.), as approved and/or recommended by the Director. Such youth-serving water program to be held at the Premises shall be a one-day event once per month. Such use shall be subject to a use agreement to be negotiated and executed by the County and Lessee within sixty (60) days from the Effective Date, and which shall include customary insurance and indemnity provisions; and

4.5 **Construction Meetings.** Advise County of all construction meetings (whether regularly scheduled or unscheduled) to be attended by Lessee’s general contractor or inspecting architect, as well as any inspecting architect engaged by

Lessee's Encumbrance Holder. For regularly scheduled meetings, Lessee shall provide at least forty-eight (48) hours' prior notice (which notice may be by telephone or email) of the date, time and place of such regularly scheduled meeting, to the person designated by Director from time to time to represent County at such regularly-scheduled meetings. For unscheduled meetings, Lessee shall provide such telephonic or email notice as shall be reasonably practicable under the circumstances, to the person designated by Director from time to time to receive notice for regularly scheduled meetings, or to such other individual as Director may designate from time to time.

5. **No Other Claims.** The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, there is no current defense, offset, claim or counterclaim by or in favor of Lessee against the County under the Lease. Furthermore, Lessee has no right to any concession (rental or otherwise) or similar compensation in connection with the Lease and Lessee's renting of the Premises, except as expressly provided in the Lease. There has not been filed by or against Lessee a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Lessee.

6. **Miscellaneous.**

6.1 **No Modification.** Except as referenced herein, the Lease has not been modified, amended or supplemented, and the Lease is and remains in full force and effect.

6.2 **Time of the Essence.** Time is of the essence with respect to this Amendment.

6.3 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

6.4 **No Waiver.** Except as expressly provided herein, neither Party shall be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Lease, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Lease, at law or in equity.

6.5 **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

6.6 **Integration and Merger.** This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and

Lessee regarding the modification of the Lease and supersede all prior agreements, term sheets and understandings between County and Lessee, whether written or oral, with respect to the modification of the Lease.

6.7 Survival. All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Lease contemplated by this Amendment.

6.8 Further Assurances. At either party's request, the other party shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that is reasonably necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

6.9 Captions; Use of Certain Terms. The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

6.10 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

6.11 Counterparts; Electronic Signatures. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly

consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

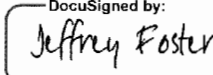
[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 13 as of the date first set forth above.

LAACO, Ltd.  
a California limited partnership

By: CS Capital Investors, LLC, its general partner

By:   
Jeffrey P. Foster, Vice President

THE COUNTY OF LOS ANGELES

**ORIGINAL  
SIGNED**

By: \_\_\_\_\_  
HOLLY J. MITCHELL,  
Chair, Board of Supervisors

10200 Supplement No. 5

ATTEST:

CELIA ZAVALA,  
Executive Officer-Clerk of the  
Board of Supervisors

**ORIGINAL  
SIGNED**

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

**ORIGINAL  
SIGNED**

By: \_\_\_\_\_  
Deputy

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Jeffrey P. Foster, Vice President

THE COUNTY OF LOS ANGELES



By: \_\_\_\_\_  
HOLLY J. MITCHELL,  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA,  
Executive Officer-Clerk of the  
Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Deputy

JUL 12 2022

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52 July 12, 2022

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
CELIA ZAVALA  
EXECUTIVE OFFICER

10200 Supplement No. 5

## Exhibit A



## 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

EXHIBIT A

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.

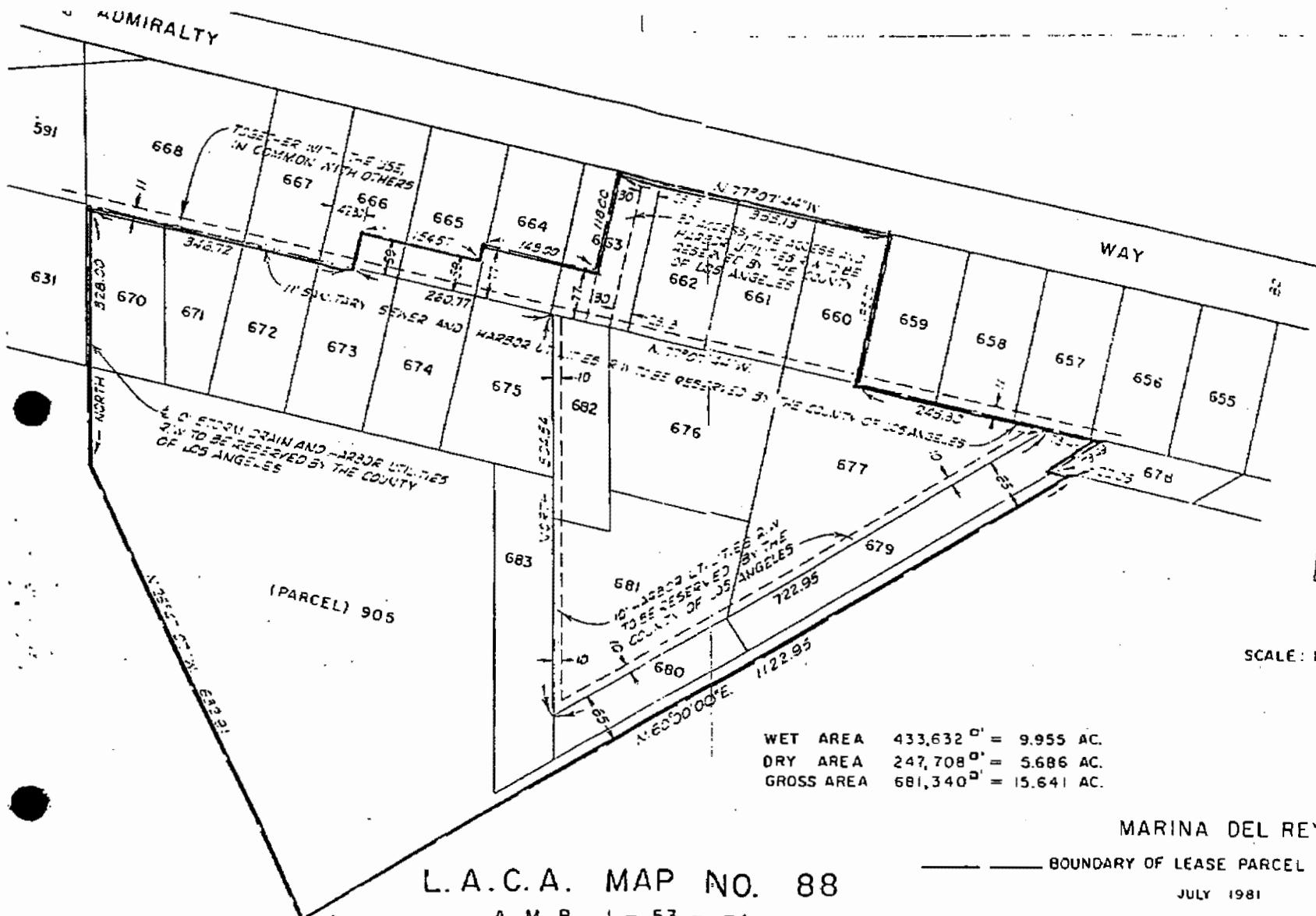
DESCRIPTION APPROVED

FEB 3 1981

STEPHEN J. KOONCE

County Engineer

By *Walter Subutski* Deputy



SCALE: 1" = 100'

WET AREA 433,632 <sup>sq</sup>ft = 9.955 AC.  
 DRY AREA 247,708 <sup>sq</sup>ft = 5.686 AC.  
 GROSS AREA 681,340 <sup>sq</sup>ft = 15.641 AC.

**L.A.C.A. MAP NO. 88**  
 A. M. B. 1 - 53 - 70

MARINA DEL REY  
 BOUNDARY OF LEASE PARCEL 132 S  
 JULY 1981