

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made this May 7th
day of _____, 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), 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, the Board of Supervisors on the 19th day of
December, 1961 adopted a resolution authorizing certain amend-
ments to the provisions of the said lease:

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

1. SECTION 4 (ACTIVE PUBLIC USE) IS AMENDED AS FOLLOWS:


The last two subparagraphs shall be eliminated.

2. SECTION 6 (REQUIRED CONSTRUCTION SCHEDULE) IS AMENDED
BY CHANGING THE LAST SUBPARAGRAPH TO READ AS FOLLOWS:

Failure of Lessee to commence or diligently prosecute
said work within said time shall, upon written notice
thereof to Lessee by Board, ipso facto effect a for-
feiture of this lease and all rights of Lessee
thereunder.

APPROVED BY BOARD OF SUPERVISORS

DEC 19 1961

 Gordon T. Nesvig
Clerk of the Board

3. SECTION 7 (LIQUIDATED DAMAGES) IS DELETED.
4. SECTION 11 (PERFORMANCE AND SURETY BONDS) IS AMENDED BY CHANGING SUBPARAGRAPHS (a) AND (b) AND BY ADDING SUBPARAGRAPH (d) TO READ AS FOLLOWS:

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

(b) Within ten (10) days prior to commencement of any construction hereunder, Lessee shall furnish a corporate surety bond, issued by a surety company licensed to transact business in the State of California, with Lessee as principal, and said company as surety, and County as obligee, in a sum equal to fifty per cent (50%) of the aforesaid contract price of any construction, guaranteeing payment for all materials, provisions, provender, supplies, and equipment, used in, upon, for, or about

the performance of said construction work or for labor done thereon of any kind whatsoever and protecting County from any and all liability, loss or damages arising from failure to make such payment.

In the event that Lessee employs a licensed contractor for the construction hereinbefore required and obtains from said contractor or contractors similar bond or bonds in like amount, in all respects satisfactory to County, County, upon application by Lessee and upon the naming of County as an additional obligee under such bond or bonds, will accept said contractor's bonds in lieu of the bonds otherwise required by this paragraph and paragraph (a) of this Section.

(d) The Lessee shall have the option to deposit with the County of Los Angeles cash or United States Government securities in all respects satisfactory to the County of Los Angeles in lieu of any corporate surety bonds required herein. Said cash or securities shall be deemed deposited with the County for all the purposes enumerated herein and shall be so deposited for the benefit of the County under the same terms and conditions as set forth herein with respect to corporate surety bonds.

5. SECTION 13 (SQUARE FOOT AND HOLDING RENTALS) IS AMENDED BY CHANGING THE FIRST SENTENCE OF THE LAST SUBPARAGRAPH TO READ:

If Lessee fails to commence or diligently prosecute construction of improvements at the time agreed upon in Section 6,

6. SECTION 14-1/2 IS ADDED TO READ AS FOLLOWS:

SECTION 14-1/2. RENT RENEGOTIATION TO MEET LEGAL REQUIREMENTS. Section 26362 of the Government Code requires that each lease provide that the square foot and percentage rentals be subject to increase if and when the Board of Supervisors is required to increase such rates to meet its obligations under the Act (Govt. Code, Tit. 3, Div. 2, Pt. 2, Ch. 14) and the Bond Resolution described in Section 46 of this lease.

In the event that the Board of Supervisors determines that it is required to increase the amount of rentals to meet such obligations, it may increase the square foot and percentage rentals without limit except that each parcel leased shall bear no more than its proportionate share of increases as reasonably determined by Director. Rental increases under this Section shall not be made during the first five (5) years of the term hereof, nor more often than every (10) years thereafter.

7. SECTION 15 IS AMENDED BY STRIKING THE TITLE AND FIRST TWO SUBPARAGRAPHS, AND SUBSTITUTING THE FOLLOWING:

15. GENERAL RENT RENEGOTIATION AND ARBITRATION.

Except as provided in Section 14-1/2, the square foot and percentage rentals hereinbefore provided for shall apply and be in effect for the first five (5) years of the term hereof. At the end of said period, and at the end of every ten (10) year period thereafter, the said rentals shall be readjusted as provided hereinafter.

Strike the words "ten year" from subparagraph 3.

8. SECTION 16 (CONTROLLED PRICES) IS AMENDED BY ADDING AT THE END:

The Lessee may appeal the determination of the Director to the Board of Supervisors, whose decision shall be final and conclusive. Pending such appeal, the prices fixed by the Director shall be the maximum charged by the Lessee.

9. SECTION 18 (DISPOSITION OF INSTALLATIONS OR IMPROVEMENTS) IS AMENDED BY CHANGING THE FIRST FOUR LINES OF THE SECOND SUBPARAGRAPH TO READ:

However, in the event of termination or expiration of this lease, the County may require the Lessee to remove, at the sole cost and expense of Lessee, and not later than the termination or expiration date, all works, structures, and improvements of any kind.

10. SECTION 22 (SUBLEASE, ASSIGNMENTS AND SUCCESSORS) IS AMENDED BY ADDING THE FOLLOWING TO THE FIRST SUBPARAGRAPH:

Lessee may, without prior approval of the Director, sublease portions of the demised premises (including but not limited to, single residential units, boat slips, and dry storage racks) for individual, non-business, non-commercial uses.

11. SECTION 36 (REPAIRS BY COUNTY) IS AMENDED BY CHANGING THE SECOND SUBPARAGRAPH TO READ:

If Lessee fails to make any such repairs or replacements as required, County may notify Lessee of said default in writing, and should Lessee fail to cure said default and make said repairs or replacements within a reasonable time as established by County, County may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment, shall be charged against Lessee and shall

become a part of the rental for the period next following the period of default, or the same may be prorated over a period of time to be determined by the County.

12. All other terms and conditions and covenants to 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 May 7th, 1962.

By [Signature] Director of Marketing
By [Signature] Assistant Secretary
By _____
President
Secretary

(CORPORATE SEAL)

(SEAL)

GORDON T. NESVIG
Clerk of the Board
of Supervisors

By ELSIE ALFORD
Deputy

THE COUNTY OF LOS ANGELES

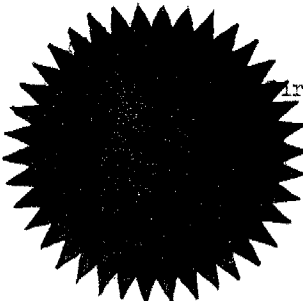
By ERNEST E. DEBS
Chairman of its Board of
Supervisors

APPROVED AS TO FORM:

HAROLD W. KENNEDY
County Counsel

By [Signature]
Deputy

STATE OF CALIFORNIA, }
County of Los Angeles } ss.



ON April 23, 1962, before me,
the undersigned, a Notary Public in and for said County and State, personally appeared
C. C. Rattbone, known to me to be the
Director of Marketing, and E. W. Cairns, known to me
to be the Assistant Secretary of Unica 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.

My Commission Expires
September 22, 1963

Irene Carnal
Irene Carnal
NAME (TYPED OR PRINTED)
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 *[Signature]* DEPUTY

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MAR 16 1961

JOHN A. LAMBIE

County Engineer

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