

AMENDMENT NO. 4 TO LEASE NO. 9427
PARCEL 28R, MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this 24th
day of August, 1972

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter
referred to as "County,"

AND

IMMOBILIARE CALIFORNIA, INC.
hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, on May 14, 1965, the predecessors in interest of Lessee and County entered into a lease of those certain premises now known as Parcel 28R, Marina del Rey, as more particularly described in Exhibit "A" to Amendment No. 2 to said lease and incorporated therein by reference; and

WHEREAS, the leasehold includes 415,008 square feet of land area and 571,967 square feet of water area on both sides of Palawan Way, a non-dedicated highway within said Marina; and

WHEREAS, Lessee contemplates constructing an apartment complex on said leasehold in accordance with the terms and conditions of their lease, as amended; and

WHEREAS, in order to afford a more efficient and architecturally pleasing utilization of the land area of said demised premises, Lessee wishes to realign and reconstruct a major portion of said Palawan Way in such manner that it constitutes a one-way road around the periphery of said land area instead of a two-way road through the center thereof; and

WHEREAS, the Lessee of Parcel 30, which leasehold is contiguous to said Parcel 28R and is also served by said Palawan Way, has concurred with the proposed realignment thereof; and

WHEREAS, County concurs that proposed realignment of said Palawan Way will be in the public interest by making it possible for public vehicular traffic to move along the seawall adjacent to vessel mooring areas and benefit from a close view thereof; and

WHEREAS, the realignment of said Palawan Way may necessitate the relocation or abandonment and reconstruction of certain existing underground utility systems, the provision for increased capacity in certain of said systems, the vacation of a portion of the existing highway right-of-way and the transfer thereof to Lessee and the transfer by Lessee to County of certain portions of the demised premises proposed to constitute the new right-of-way for said Palawan Way; and

WHEREAS, in conjunction with the construction of the total development of this leasehold it is necessary that an additional water main be installed to meet the fire flow requirements of the Fire Department; and

WHEREAS, Lessee has agreed to pay all costs incident to the said proposed realignment and reconstruction of said Palawan Way;

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

1. County hereby assigns to Lessee and Lessee hereby accepts that certain portion of the existing non-dedicated highway known as "Palawan Way" containing 84,226 square feet of land area which is identified as Parcel 28A and is legally described in Exhibit "B" attached hereto and incorporated herein by reference; except that County retains the right of access to said area identified as Parcel 28A for the purpose of inspecting utilities located under said parcel.

2. Lessee hereby assigns to County and County hereby accepts that certain portion of Parcel 28R containing 108,864 square feet of land area which is identified as Parcel 28B and is legally described in Exhibit "C" attached hereto and incorporated herein by reference. It is understood and agreed that the area identified as Parcel 28B

shall be improved by Lessee and shall constitute upon completion and acceptance by County a portion of the non-dedicated highway known as "Palawan Way".

3. The leasehold premises demised hereunder shall henceforth be known as and identified as Parcel 28S and comprises a total area of 390,370 square feet of land area and 571,967 square feet of water area and is legally described in Exhibit "A" attached hereto and by this reference included herein.

4. The annual rental provided for in Section 12 shall remain unchanged.

5. Except as hereinafter provided, Lessee shall assume all costs and be responsible for the design and construction, subject to approval and acceptance thereof by County, of all work incident to the relocation of said "Palawan Way" including but not limited to underground utilities (water, gas, power, telephone, fire alarm, television, sanitary sewers, storm drains, and the like), fire hydrants, catch basins, curbs, gutters, sidewalks, pavement, etc. Lessee shall provide for and submit for review and approval to appropriate County agencies, plans and specifications fully describing the work to be done, and shall proceed diligently with the construction thereof in such manner that the completion thereof is assured in not more than 360 days after the effective date hereof. During such period, Lessee shall provide and maintain continuous vehicular access and egress between Parcel 30 and that portion of Palawan Way not subject to modification as herein provided. Upon completion and acceptance by County of the construction provided for in this section, the completed improvements shall become the property of County and shall be thenceforth maintained by County.

6. County agrees to furnish Lessee with street lighting fixtures and to absorb certain inspection and engineering fees, at a total cost not to exceed \$25,000. Lessee agrees to install said lighting fixtures. Upon completion of said installation to County's satisfaction, County will henceforth maintain same.

7. Lessee further agrees that the construction of improvements proposed to be built on the demised premises may cause significant disruption in the operation of the existing anchorage facilities including the quiet enjoyment of slips by tenants thereof, convenient ingress and egress at parking spaces, restrooms, and other amenities. Lessee agrees to use every reasonable means, including the making of provisions for temporary substitutions where necessary, to afford the continuous occupancy and use of boat slips during the construction period and to schedule the completion of the construction of relevant improvements to the satisfaction of Director in such manner that normal operational characteristics are restored at the earliest possible time.

8. Lessee hereby waives any claim against County, its officers, agents, or employees, as a result of any defects in the physical condition of the demised premises and the soil thereon and thereunder regardless of whether or not said conditions were known at the time of this amendment.

9. It is hereby acknowledged and agreed by the parties hereto that circumstances mandate the retention by Lessee of certain existing improvements or the construction of certain new improvements within the area referred to in Section 2 above. Said improvements include but are not necessarily limited to such things as chain link fencing, gates, dock gangway hangers, underground utilities serving docks, etc. Lessee agrees to maintain said improvements at all times to satisfaction of Director and, at such times as the maintenance thereof may necessitate any disruption of the improvements constituting any portion of the non-dedicated highway known as "Palawan Way", to secure appropriate permits from the County Road Department.

10. County hereby agrees that (a) Lessee shall have the option of constructing new power, telephone and fire alarm ducts within the realigned "Palawan Way" as described in Section 2 above. In the event Lessee elects to replace the existing ducts in the said new roadway, Lessee shall arrange with all utility companies for the installation of wiring and equipment as may be necessary to replace the existing

system. Lessee shall pay all costs incident to said construction or (b) Lessee may elect, subject to the written concurrence of the Southern California Edison Company, the General Telephone Company, and the Communications Department of the County, to retain existing ducts within the area described in Section 1 above. In the event Lessee elects to retain said existing ducts, Lessee agrees to properly protect them from all damage during the term of this lease and to promptly and effectively repair any damage or make any replacements that may be necessary, without cost to County. In the event Lessee fails for any reason to repair or replace said damaged ducts, Lessee hereby agrees that County may enter upon the premises for the purpose of making the necessary repairs or, in lieu thereof, replacing the ducts in a location most suitable for said replacement ducts, and upon demand by County to pay County's cost thereof.

11. Any and all other terms and conditions in the present lease and all amendments thereto are hereby reaffirmed and shall remain unaffected and in full force during the term of the agreement and any extensions thereof.

IN WITNESS WHEREOF, THE COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this amendment to lease to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the Lessee has executed the amendment to lease, or caused it to be duly executed the day, month and year first hereinabove written.



ATTEST:

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

By Mary Ann Head Deputy

IMMOBILIARE CALIFORNIA, INC.

By [Signature] Vice President

By [Signature] Assistant Secretary

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By Fred W. Gough Deputy

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By [Signature]
CHAIRMAN, BOARD OF SUPERVISORS

AUG 24 1972

[Signature]
JAMES S. MIZE

STATE OF CALIFORNIA
County of Los Angeles } ss

On this 24th day of August, A.D., 19 72, 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

Myra Glenn

Deputy

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

On August 11, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared RODOLFO E. PEREZ, known to me to be the Executive Vice President, and ROBERT S. BORLENCHI, known to me to be the Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein 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.

Ruby Sines

Notary Public in and for said County and State.

