

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

AMENDMENT TO LEASE

This amendment to lease, made this 25th day of SEPTEMBER, 1962, by and between the County of Los Angeles, hereinafter referred to as "County" and The Regents of the University of California, hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the \_\_\_\_\_ day of \_\_\_\_\_, 1962, entered into a lease of premises commonly referred to as Parcel No. 65, Marina Del Rey, consisting of a total of 26,656 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, it is the mutual intention of the County and the Lessee to amend said standard lease in order to make the final lease appropriate to a relationship between two public entities and to reflect the particular use to which the Lessee must put said parcel,

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

1. Paragraph 4 of the lease is hereby deleted.
2. Paragraph ~~12~~ of the lease is deleted until such time as the Lessee (in the event that it does so) receives any money from charges, sales, rentals, fees, or commissions from any business, use, or

*11 Mr. initialed by wws*

HAROLD W. KENNEDY, COUNTY COUNSEL  
1100 HALL OF RECORDS  
LOS ANGELES, CALIFORNIA  
MADISON 8-9211

APPROVED BY BOARD OF SUPERVISORS

SEP 25 1962

*Gordon I. Nesvig*  
Gordon I. Nesvig  
Clerk of the Board

HAROLD W. KENNEDY, COUNTY COUNSEL  
648 HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA  
MADISON 5-3611

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

occupation originating, contracted, or performed in whole or in part upon the premises.

*13 will inserted by WLD*  
3. Paragraph ~~14~~ of the lease is deleted so long as neither the Lessee nor any sub-Lessee, concessionaire, or licensee of the Lessee, receives any money from any charges, sales, rentals, fees, or commissions from any business, use, or occupation originating, contracted, or performed in whole or in part upon the premises.

4. Paragraph 16 of the lease is deleted so long as no charges for goods or services are made by the Lessee or by its sub-Lessee, assignees, concessionaires, or licensees upon the premises.

5. Paragraph 20 of the lease is deleted.

*see 11 for para 25  
12 - 26*  
6. Paragraph 29 of the lease is amended by adding the following sub-paragraph thereto:

This paragraph (29) does not require the State to pay any taxes, assessments, fees, or charges in the manner in which a private person must make such payments. The Lessee shall not be required to pay any taxes, assessments, fees, or charges which would not be a proper charge against the

HAROLD W. KENNEDY, COUNTY COUNSEL  
648 HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA  
MADISON 6-2611

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

State, in the absence of any contractual obligation to do so.

7. Paragraph 30 of the lease is hereby deleted, as long as no sales are made upon the parcel and no charges are made for services performed upon or from the parcel.

8. Paragraphs 31 and 32 of the lease are deleted so long as no sales are made upon the parcel and no charges are made for services rendered upon or from the parcel.

9. Paragraph 40 is amended by inserting the word "applicable" before the word "laws," in the fifth line of said paragraph.

10. Paragraph 48 of the lease is hereby deleted.

11. Paragraph 25 of the lease is amended by adding the following sub-paragraph at the end thereof:

In lieu of the foregoing the Lessee may elect to include the damaged premises under Lessee's program of self-insurance. If Lessee exercises such right, Lessee hereby agrees to rebuild or replace the damaged or destroyed premises to the extent previously provided in this paragraph and to bear the cost thereof from Lessee's self-insurance

HAROLD W. KENNEDY, COUNTY COUNSEL  
648 HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA  
MADISON 5-3611

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

reserve funds. Should Lessee at any time elect to procure Excess of Loss insurance, it shall not be a requirement of this lease that the County be named as an additional insured thereunder nor have any right to determine policy form, nor to designate or reject any insurer thereof.

12. Paragraph 36 is amended by adding the following sub-paragraph at the end thereof:

In lieu of filing a duplicate policy of insurance, the Lessee may file a certificate of insurance which shall contain the provisions required in this paragraph, that such insurance coverage shall not be cancelled or reduced without at least thirty (30) days prior written notice to the Director.

13. All other terms and conditions and covenants of the said lease are to remain unchanged.

In witness whereof the County of Los Angeles has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the chairman of said Board and attested by the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

clerk thereof, and the Lessee has executed the same, all on the day and year first hereinabove written.

Frank J. Wynn  
(Lessee)  
Chancellor, UCLA  
August 20, 1962

COUNTY OF LOS ANGELES  
By WARREN M. DORN  
Chairman, Board of Supervisors PRO TEM

(SEAL)

ATTEST:  
GORDON T. NESVIC,  
Clerk of the Board of Supervisors

By ELSIE ALFORD  
Deputy

APPROVED AS TO FORM:

HAROLD W. KENNEDY,  
County Counsel

By Assistant County Counsel

DOM:baa

8/9/62

HAROLD W. KENNEDY, COUNTY COUNSEL  
648 HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA  
MADISON 5-3611