

AMENDMENT NO. 2 TO LEASE NO. 8696

PARCEL NO. 100 - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 31st day of October,
1972,

BY AND BETWEEN

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

AND

DEL REY SHORES, a joint venture,
hereinafter referred to as "Lessee,"

W I T N E S S E T H:

WHEREAS, the predecessors in interest of Lessee and County have, on the 28th day of August, 1964, entered into a lease under which County leased that certain real property in the Marina del Rey Small Craft Harbor now known as Parcel No. 100, which premises are legally described in Exhibit "A" attached to said lease, as amended; and

WHEREAS, the County Road Commissioner has determined that in order to handle safely and expeditiously increased vehicular traffic, it is in the public interest to widen that certain dedicated public highway known as Via Marina, a portion of which extends along the frontage of the leasehold premises hereunder demised; and

WHEREAS, County has constructed appropriate improvements which include sidewalks, curbs, gutters, and new asphaltic concrete paving on said Via Marina and extending in front of and beyond Lessee's premises; and

WHEREAS, Lessee has agreed to give up that portion of the leasehold premises needed to effect said street widening in exchange for reimbursement for his cost to salvage and/or relocate certain existing improvements including but not limited to signs, lighting fixtures and conduit, and the like, which are located within such area;

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

1. The leasehold which shall henceforth be known as Parcel No. 100S as legally described in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated herein by reference is hereby reduced 1,914 square feet and the total area remaining under lease shall be 138,476 square feet of land which area includes 9,784 square feet of land constituting that certain 30-foot access, fire access and harbor utilities right of way reserved by County and for which Lessee shall pay no rent.

2. Section 12 (Square Foot Rental) is hereby deleted and the following substituted therefor:

"The annual rental for the whole of the demised premises shall be Eight and Five Tenth Cents (\$0.085) per square foot as to 128,692 square feet of land area, or the total of Ten Thousand Nine Hundred and Thirty Eight Dollars and Eighty Two Cents (\$10,938.82)."

"Lessee shall pay to County said rental in twelve (12) equal monthly installments. Said installments shall be due and payable in advance on the first day of each calendar month."

3. Section 50 (Reimbursement to Lessee) is hereby added to this lease as follows:

"It is hereby acknowledged by the parties hereto that Lessee has removed and/or relocated certain existing improvements previously constructed upon the demised premises in order to facilitate the construction of those certain street improvements hereinabove described. County agrees to reimburse Lessee for the direct costs involved in said removal and/or relocation in an amount not to exceed Seven Thousand Four Hundred and Five Dollars and Twenty Six Cents (\$7,405.26)."

4. The effective date of this Amendment to Lease is the first day of the month following execution of this document by the Chairman of the Board of Supervisors, County of Los Angeles.

138,476
1,914

140,390

5. Any and all other terms and conditions contained in the lease shall remain in full force and effect and are hereby reaffirmed.

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 this Amendment to Lease, or caused it to be duly executed, the day, month and year first above written.

Del Rey Shores, a Joint Venture
composed of Kirk Douglas & Marina
Del Rey Land & Development Co., Inc.
By Marina Del Rey Land & Development
Co. Inc.

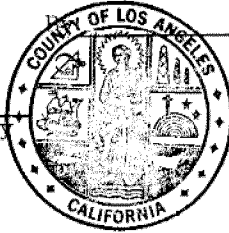
By [Signature]
Jerry B. Epstein, President

By _____

By _____
President

ATTEST:

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



By [Signature]
Deputy

Secretary

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

THE COUNTY OF LOS ANGELES

By [Signature]
Deputy

By [Signature]
Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

63

OCT 31 1972

[Signature]
JAMES S. MIZE
EXECUTIVE OFFICER

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 31st day of October, 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 Glend* Deputy

GS 114 REV 78 / 68

TO 446 C
(Corporation as a Partner of a Partnership)



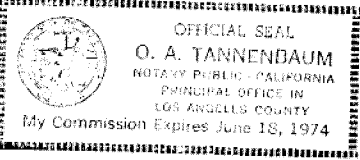
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On August 29, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry B. Epstein known to me to be the President. ~~XX~~ ~~XX~~
of _____ the corporation that executed

~~the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the~~ joint venturers ~~of the joint venture~~

~~that executed the within instrument, and acknowledged to me that such corporation executed the same as such~~ ~~XXXXXXXX~~ and that such ~~XXXXXXXX~~ joint venture
WITNESS my hand and official seal.

Signature *A. Kamenba*
Name (Typed or Printed)



(This area for official notarial seal)

Exhibit A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 100S

Parcels 300 to 304 inclusive, and 313 to 317 inclusive, 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 Recorder of said County.

Excepting therefrom that portion thereof which lies northerly and northwesterly of the following described line:

Beginning at the intersection of the easterly line of said Parcel 304, with the southerly line of the northerly 26 feet of said last mentioned parcel; thence West along said southerly line 124.00 feet to the beginning of a tangent curve concave to the south and having a radius of 45 feet; thence westerly along said curve through a central angle of $35^{\circ}03'05''$ a distance of 27.53 feet; thence South $54^{\circ}56'55''$ West tangent to said curve 297.03 feet to the southwesterly boundary of said Parcel 317.

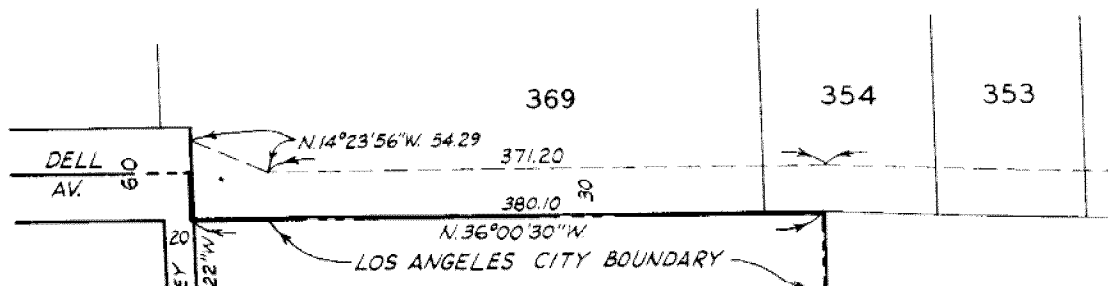
Also excepting therefrom that portion thereof which lies easterly, southeasterly and southerly of the following described line:

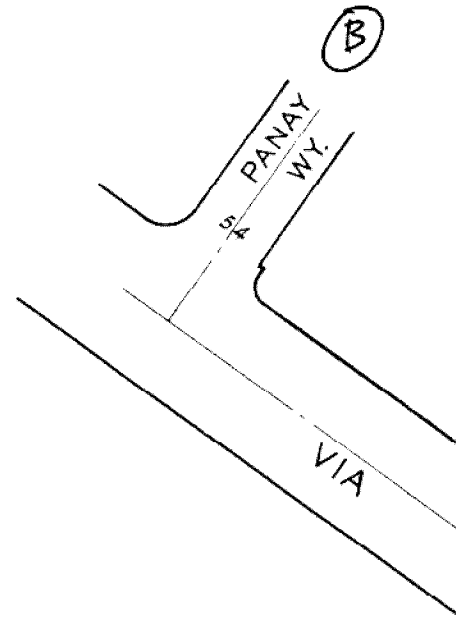
Beginning at the intersection of the southerly line of the northerly 26 feet of said Parcel 304 with a line parallel with and 3.5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 483.06 feet to the beginning of a tangent curve concave to the east and having a radius of 901.61 feet; thence southerly along said curve 16.93 feet to the beginning of a reverse curve concave to the northwest and having a radius of 19 feet, said reverse curve being tangent at its westerly terminus to the straight line in the southerly boundary of said Parcel 300; thence southwesterly along said reverse curve 30.20 feet to said southerly boundary.

Together with a right of way for ingress and egress, to be used in common with the owners of the leasehold estates designated as Parcels 101S, 102S, 103T and their tenants, all persons lawfully occupying the premises, and their invitees (hereinafter referred to as "Others"), over those portions of Parcels 317, 323 to 326 inclusive, 332, 353, 354 and 369, as shown on said map, within the following described boundaries:

Exhibit A-1

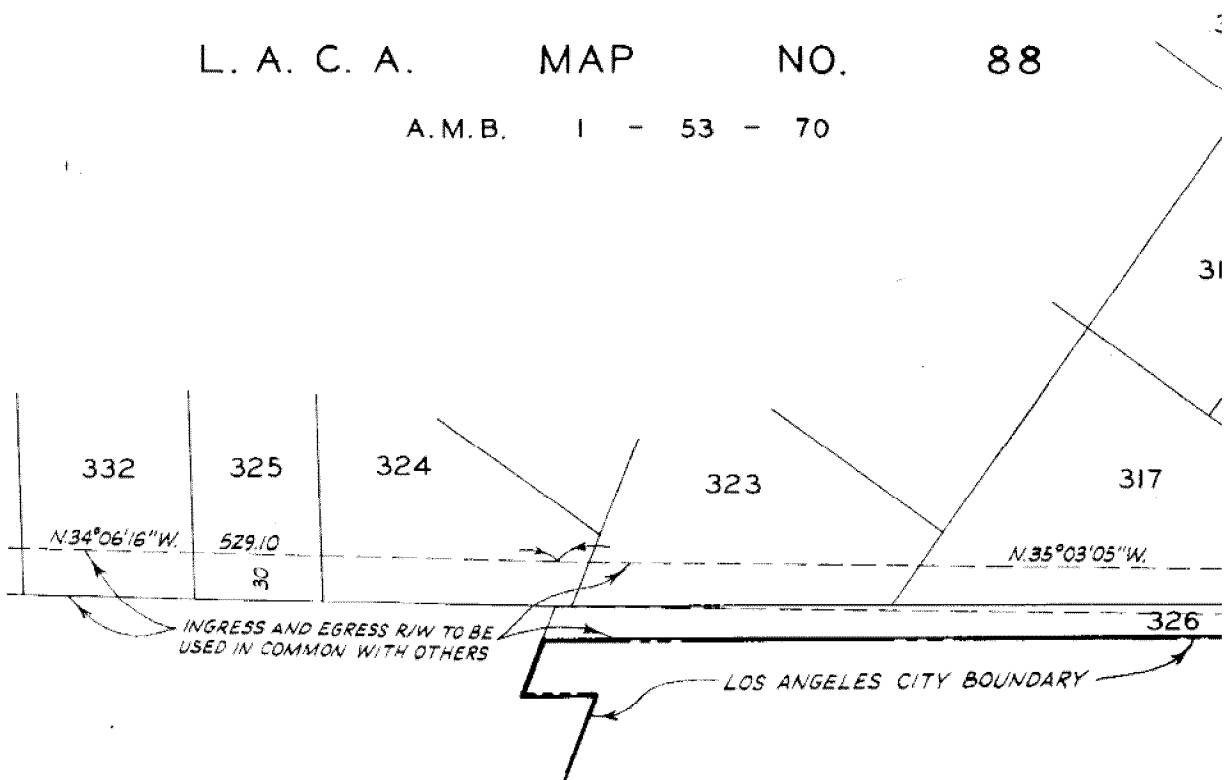
(A)



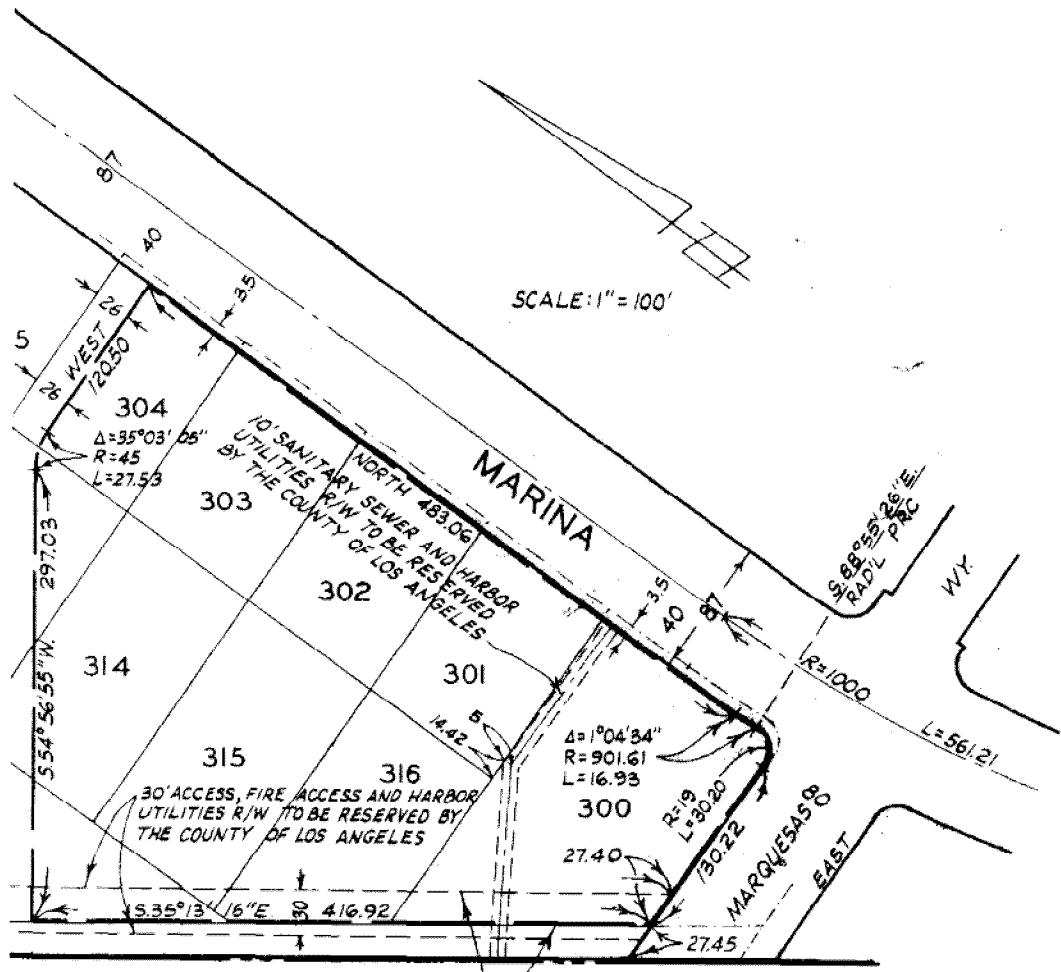


L. A. C. A. MAP NO. 88

A.M.B. 1 - 53 - 70



©



INGRESS AND EGRESS R/W TO BE RESERVED BY THE COUNTY OF LOS ANGELES

AREA: $138,476 \text{ sq}' = 3.179 \text{ AC.}$

MARINA DEL REY

BOUNDARY OF LEASE PARCEL 100S