

AMENDMENT NO. 6 TO LEASE NO. 12450  
PARCEL NO. 133 - MARINA DEL REY

12450

SUPPLEMENT 6

THIS AMENDMENT TO LEASE made and entered into this \_\_\_\_\_  
day of July 2, 1975,

BY AND BETWEEN COUNTY OF LOS ANGELES, hereinafter  
referred to as "County",  
AND COMMODORE CLUB, INC., hereinafter  
referred to as "Lessee",

WITNESSETH:

WHEREAS, on August 8, 1967, the Lessee and County entered into Lease No. 12450 under the terms of which Lessee leased from County that certain real property in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 133, which leasehold premises are more particularly and legally described in Exhibit "A" attached to Amendment No. 3 to Lease No. 12450; and

WHEREAS, the total area of said leasehold premises is 97,501 square feet, which leasehold area has been fully developed principally with a restaurant and an office building; and

WHEREAS, to facilitate the orderly administration of and to accommodate the established uses on said leasehold premises, it is the desire of the parties to divide the leasehold into two separate leasehold estates; and

WHEREAS, in order to implement the division of said leasehold, it is necessary to amend said lease to delete a total of 40,500 square feet from the premises demised herein, which portion to be deleted is more particularly described and illustrated in Exhibit "B" attached hereto and incorporated herein by reference, and which portion to be deleted shall hereinafter be known as Parcel 134R, Marina del Rey, which new parcel shall, concurrently with the execution of this Amendment No. 6, become subject to a separate lease between the parties hereto which shall have terms and conditions substantially the same as this Lease No. 12450; and

WHEREAS, that portion of the leasehold estate remaining subject to this Lease No. 12450 constituting a total of 56,941 square feet, shall hereafter be known as Parcel 133S, Marina del Rey; and

WHEREAS, to correct the date and term of this lease, it is necessary to amend Section 2 of said lease; and

WHEREAS, this lease No. 12450 has been in effect for over five (5) years and the division of the leasehold has been found otherwise to be in conformance with the requirements of Policy Statement No. 4 entitled "Policy Governing Division of Existing Leaseholds into Smaller Leaseholds," issued by the Department on October 19, 1962; and

WHEREAS, County has determined that special and unique circumstances exist justifying the division of said leasehold premises; and

WHEREAS, in order that said Lease No. 12450 be so divided, it is necessary to amend Sections 3, 7 and 12 of this lease and to add a new Section 50;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties and each of them agree as follows:

1. The total area under Lease No. 12450 is reduced by 40,560 square feet, which area is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

2. The total area remaining under Lease No. 12450 is 56,941 square feet, to be known as Parcel 133S, and is legally described in Exhibit "A" attached hereto and incorporated herein by reference.

3. Section 2 (Term) of said lease is hereby deleted and the following substituted therefor:

"The term of this lease shall be sixty (60) years, commencing upon the first day of August, 1962."

4. Section (Purpose or Use of Property) of said lease is hereby deleted and the following substituted therefor:

"The leased premises shall be used only and exclusively for a restaurant, and such other related uses and purposes incidental thereto as are specifically approved and for no other purposes whatsoever without the written approval of County; the uses and purposes above listed are set forth to define the maximum contemplated scope of permissible uses and purposes, and their enumeration is not intended to be authorization for any specific use or purpose.

"There shall be no actual construction upon said premises except that required by Sections 5 and 6 hereof, and except that additional construction allowed upon approval of Director pursuant to Section 8 hereof.

"Lessee shall conform to and abide by all rules and regulations relating to the operations herein authorized and shall be subject at all times to applicable rules, regulations, resolutions, ordinances and statutes of the County of Los Angeles, State of California, the Federal Government, and all other governmental agencies where applicable; and where permits are required for such operations the same must be first had and obtained from the regulatory body having jurisdiction thereof before such operation is undertaken."

5. The first paragraph of Section 7 (Rental Payment Security) is hereby deleted and the following substituted therefor:

"County hereby acknowledges receipt from Lessee of the sum of ONE THOUSAND FIVE HUNDRED NINETY-FOUR AND 35/100 DOLLARS (\$1,594.35). This sum shall be retained by County as a security deposit to cover

delinquent rent and any other financial obligations of the lessee under this lease, and shall be so applied at the discretion of County."

6. The second paragraph of Section 12 (Square Foot and Holding Rentals) is hereby deleted and the following substituted therefor:

"The annual rental for the whole of the demised premises shall be eleven and 2/10 cents (\$0.112) per square foot as to 56,941 square feet of land area, or the total of SIX THOUSAND THREE HUNDRED SEVENTY-SEVEN AND 39/100 DOLLARS (\$6,377.39)."

7. Section 50 (Special Provisions) is hereby added to said lease:

"50. SPECIAL PROVISIONS.

"It is hereby acknowledged and understood that Lessee and any of Lessee's employees, agents, guests or patrons, shall have the right to park automobiles in any or all of the parking spaces built and maintained on Parcel 134R, but only at such times as the building or buildings on said Parcel 134R are closed for public business and said spaces not otherwise required to accommodate tenants, agents, employees, or guests thereof in conjunction with the tenancy or occupation of said building or buildings on said Parcel 134R.

It is further understood and agreed that such parking shall be of a temporary nature not to exceed four hours duration for any vehicle at any time except with the written permission of the lessee of said Parcel 134R.

"It is also acknowledged that Lessee has heretofore constructed certain improvements on the parcel of land adjacent to Parcel 134R, commonly known as Parcel 40T, to facilitate the passage of automobiles and pedestrians from Parcels 133S and 134R to County's

public parking lot commonly known as Parking Lot U.  
Section 50 of the lease for said Parcel 134R contains  
provisions that such access across said Parcel 134R  
shall not be closed or restricted unless approved  
in advance by Director."

8. The effective date of this Amendment to Lease shall be  
on the first day of the month following execution of this  
Amendment.

9. All other terms and conditions contained in said lease  
and amendments thereto shall remain in full force and effect and  
are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, County 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 Executive Officer-  
Clerk thereof, and the Lessee has executed the same the day, month  
and year first hereinabove written.

COMMODORE CLUB, INC.

(SEAL)

ATTEST:

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

By George W. Waugh  
Deputy

APPROVED AS TO FORM:

JOHN H. LARSON  
County Counsel

By Robert W. Roddy  
Deputy

By Richard M. Miller  
President

By William M. Miller  
Secretary

THE COUNTY OF LOS ANGELES

By James A. Hayes  
Chairman, Board of Supervisors

ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

106

JUL 8 1975

5.

James S. Mize  
JAMES S. MIZE  
EXECUTIVE OFFICER



LEGAL DESCRIPTION

Marina Del Rey  
Lease Parcel No. 1338

Parcels 657, 658 and 659, 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 the easterly 8 feet of said Parcel 657.

Reserving and excepting unto the County of Los Angeles a right of way for ingress and egress over a portion of above described parcel of land which lies within the westerly 20 feet of the easterly 28 feet of said Parcel 657.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and over that portion thereof designated on said map as easement to be reserved by said County for such purposes.

DESCRIPTION APPROVED

April 14, 1972

HARVEY T. BRANDT  
County Engineer

By *Edwin J. Butcher* Deputy

LEGAL DESCRIPTION

Marina Del Rey  
Lease Parcel No. 134R

Parcels 655 and 656, 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, and the easterly 8 feet of Parcel 657, as shown on said map.

Together with a right of way for ingress and egress over the westerly 20 feet of the easterly 28 feet of said Parcel 657.

Reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and over that portion thereof designated on said map as easement to be reserved by said County for such purposes.

DESCRIPTION APPROVED  
April 14, 1972  
HARVEY T. BRANDT  
County Engineer

By Alfred M. Kautsky Deputy