

**FIFTH AMENDMENT TO LEASE  
(Oxnard Marinas, L.P. Parcel C – Channel Islands Harbor)**

THIS FIFTH AMENDMENT TO LEASE is made and entered into by and between the County of Ventura, hereinafter called “County,” and Oxnard Marinas, L.P., a California limited partnership, hereinafter called “Lessee.”

WHEREAS, the County and Lessee entered into that certain Lease approved by the County on November 21, 2006, under which the County leased an interest in real property commonly referred to as Bahia Marina, more particularly described in said Lease; and

WHEREAS, said Lease was amended by the First Amendment to Lease approved by the Board of Supervisors on October 12, 2010; and

WHEREAS, said Lease was amended by the Second Amendment to Lease approved by the Board of Supervisors on January 13, 2015; and

WHEREAS, said Lease was amended by the Third Amendment to Lease approved by the Board of Supervisors on November 6, 2018; and

WHEREAS, said Lease was amended by the Fourth Amendment to Lease approved by the Board of Supervisors on December 17, 2019; and

WHEREAS, the Lessee has indicated a need to rebuild Parcel C in conjunction with Parcels F/F-1 in order to accommodate vessel re-location; and

WHEREAS, timing of the marina development is tied to the timing of the development of the adjacent hotel; and

WHEREAS, the development of the adjacent hotel will not begin until 2021 as the hotel development lease has been delayed due to the impact of the COVID-19 pandemic; and

WHEREAS, it is now the desire of the parties to modify the schedule of work to be done in the redevelopment of the leasehold; and

WHEREAS, it is necessary to change the lease lines of the leasehold to reflect the lease boundaries approved by the California Coastal Commission Notice of Impending Development (January 2009) which approved the in-water marina boundaries; and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Exhibit B (Legal Description of Leased Premises) shall be deleted in its entirety and replaced with the First Revised Exhibit B attached hereto.

Exhibit E (Scope of Development and Schedule of Performance) shall be deleted in its entirety and replaced with the Fifth Revised Exhibit E attached hereto.

All other terms and conditions of said Lease, as amended, shall remain in full force and effect.

Dated: November 17, 2020

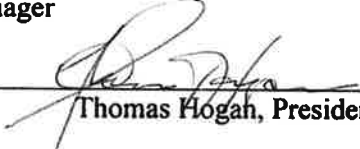
LESSEE:

Oxnard Marinas, L.P.,  
a California limited partnership

By: OM Marinas, LLC,  
a California limited liability company  
Its: General Partner

By: Pacific Marina Development, Inc.,  
a California corporation

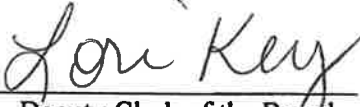
Its: Manager

By:   
Thomas Fogah, President

COUNTY OF VENTURA

By:   
Chair, Board of Supervisors

ATTEST: Michael Powers  
Clerk of the Board of Supervisors  
County of Ventura, State of  
California

By:   
Deputy Clerk of the Board



**FIRST REVISED EXHIBIT B**

**LEGAL DESCRIPTION OF LEASED PREMISES**

**EXHIBIT "B"**  
**(LEASEHOLD C WATERSIDE)**

A portion of lot 8 of the Patterson Ranch Subdivision, in the City of Oxnard and in the unincorporated territory, both in the County of Ventura, State of California, as shown on the map recorded in Book 8, at Page 1 of Miscellaneous Records (Maps) and a portion of Parcel A, Subdivision 87, Rancho El Rio De Santa Clara O'la Colonia as shown on a map recorded in Book 3 at Page 13 of Miscellaneous Records (Maps) of said county, described as follows:

Commencing at a point in the southerly line of the Parcel 2 (Albacore Way) of the land described in the deed recorded July 16, 1970, as document no. 34474 in Book 3691 Page 56 of Official Records of said county, thence easterly along the southerly line of said Parcel 2 (Albacore Way) the following five courses, North 68°02'08" East 118.35 feet to the beginning of a tangent curve concave southeasterly having a radius of 41.84 feet; thence along said curve concave northeasterly through a central angle of 30°00'00" an arc distance of 21.91 feet; thence, South 81°57'52" East 11.93 feet to the beginning of a tangent curve concave northeasterly having a radius of 48.00; thence along said curve, northeasterly through a central angle of 107°58'48" an arc distance 90.46 feet to a point, a radial line to said point bears North 80°03'20" East; said point being also the westerly terminus of the fifth (5th) course of that parcel of land described as Parcel C recited therein as "North 68°02'08" East 373.06" described in the Lease Contract Agreement recorded October 7, 1970 in the office of said County Recorder as document No. 49990, in Book 3731, at Page 72 of Official Records; thence easterly along said northerly line, North 68°02'08" East 155.90 feet, to the northwesterly corner of Parcel C Marina described in the Lease recorded December 29, 2006 as Instrument No. 20061229-272901 of Official Records of said County said northwesterly corner being the **Point of Beginning**; thence along the westerly line of said Lease the following seven courses,

- 1<sup>st</sup> South 21°57'45" East, a distance of 209.76 feet; thence at right angles,
- 2<sup>nd</sup> North 68°02'15" East, a distance of 2.66 feet; thence at right angles,
- 3<sup>rd</sup> South 21°57'45" East, a distance of 7.01 feet; thence,
- 4<sup>th</sup> South 18°48'00" East, a distance of 304.42 feet; thence,
- 5<sup>th</sup> South 21°57'45" East, a distance of 96.97 feet to the beginning of a non-tangent curve concave right having a radius of 141.15 feet, a radial line to said point bears South 24°22'50" West; thence along said curve,
- 6<sup>th</sup> Southeasterly arc distance of 115.44 feet through a central angle of 46°51'28"; thence,

- 7<sup>th</sup> South 21°57'45" East, a distance of 25.00 feet; thence leaving said westerly line,
- 8<sup>th</sup> South 07°24'12" East, a distance of 336.83 feet; thence at right angles,
- 9<sup>th</sup> North 82°35'48" East, a distance of 75.00 feet; thence
- 10<sup>th</sup> North 05°40'33" East, a distance of 484.14 feet to the southeasterly prolongation of the northeasterly line of Parcel D-1 Slip Area described in the lease recorded March 09, 2007 as Instrument No. 20070309-00051432 of Official Records of said County; thence along said southeasterly prolongation,
- 11<sup>th</sup> North 21°57'52" West, a distance of 664.00 feet to the southeasterly corner of said Parcel D-1 Slip Area; thence along the southeasterly line of said Parcel D-1 Slip Area,
- 12<sup>th</sup> South 68°02'08" West, a distance of 237.16 feet to the **Point of Beginning**.

The above described parcel of land is delineated on the attached Exhibit "B".

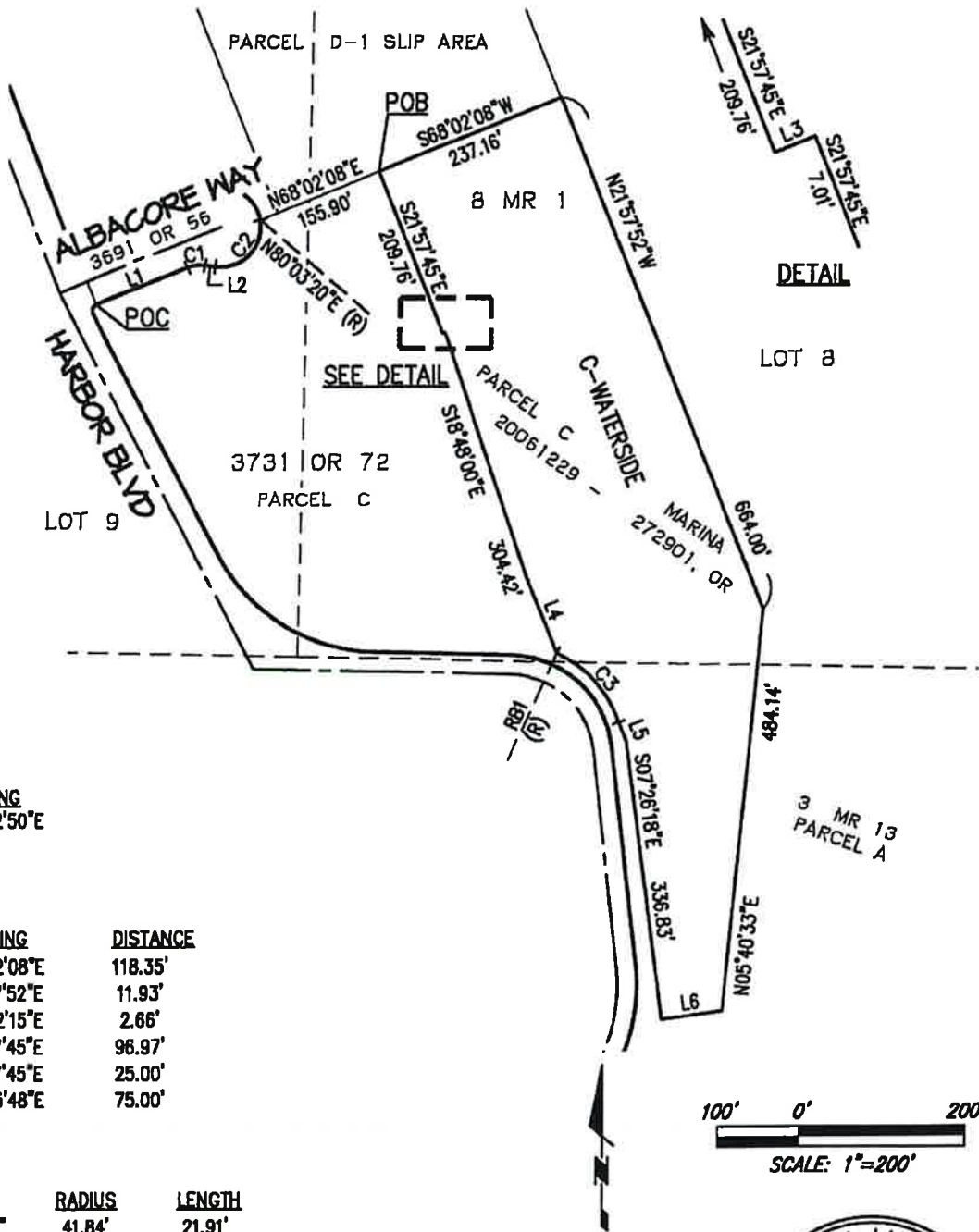
  
\_\_\_\_\_  
Maren Cartellieri  
PLS 8606

11-04-2020  
Date



# EXHIBIT "B"

## (LEASEHOLD C WATERSIDE)



**RADIAL**

NO	BEARING
RB1	N24°22'50"E

**LINE DATA**


NO	BEARING	DISTANCE
L1	N68°02'08"E	118.35'
L2	S81°57'52"E	11.93'
L3	N68°02'15"E	2.66'
L4	S21°57'45"E	96.97'
L5	S21°57'45"E	25.00'
L6	N82°35'48"E	75.00'

**CURVE DATA**

NO	DELTA	RADIUS	LENGTH
C1	30°00'00"	41.84'	21.91'
C2	107°58'48"	48.00'	90.46'
C3	46°51'28"	141.15'	115.44'

**LEGEND**

(R) RADIAL

  
 MAREN CARTELLIERI                      DATE 11-04-2020  
 PLS 8606



MCartellieri  
 Nov 04, 2020, 12:11pm  
 Survey\Exhibits\4073 C MARINA EXH B.dwg

## **FIFTH REVISED EXHIBIT E**

### **SCOPE OF DEVELOPMENT AND SCHEDULE OF PERFORMANCE**

#### **LESSEE'S WATERSIDE WORK – PARCEL C**

The Leased Premises as presently improved consists of approximately 84 boat slips (“Old Boat Slips”) and is to be redeveloped in design to maximize the number of slips, with a gain of seven (7) slips, to 91.

The dock layout for the New Boat Slips will be based on the Public Works Plan for Channel Islands Harbor as approved by the California Coastal Commission in February 2008, the Notice of Impending Development adopted by the California Coastal Commission on January 7, 2009 and the State of California Division of Boating and Waterways (DBAW) guidelines in effect at the time construction permits are issued. The quantity and sizing of piles will be based on accepted engineering practice for designing piles for marinas based on local wind, current and wave loading conditions. All piles will be reinforced pre-stressed concrete piles with a recognized useful life of over 70 years. All dock access systems will be fully compliant with Federal ADA-1990, as amended. Dock power will meet DBAW and National Electric Code requirements and guidelines. Boat power will be metered and billed to each boat owner based on actual slip usage.

All work of removal and replacement shall be performed by licensed contractors. All replacements shall be with new materials. The dock system to be installed will be a Bellingham Marine Industries concrete module system or substantial equivalent.

To the extent possible, Lessee will assist displaced Boat Slip Renters to secure other mooring arrangements at local marinas during the construction period.

The waterside Parcel C slip replacement project will be coordinated with waterside Parcels F/F-1 slip replacement project for purposes of minimizing boater displacement.

Demolition and replacement of boat slips in Parcel C shall commence by December 31, 2021 in conjunction with the demolition of the hotel complex adjacent to Parcels F/F-1 and the demolition of the marina slips on Parcels F/F-1. Slip replacement on Parcel C shall be initiated with the slip replacement in Parcels F/F-1, and shall be completed by December 31, 2025.